

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE Z-1H		PAGE OF PAGES 1 of 2	
2. AMENDMENT/MODIFICATION NO P00001		3. EFFECTIVE DATE 08 Sep 00		4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (If applicable)	
6. ISSUED BY MSG/PK 5 CHIDLAW RD ROOM C022 WRIGHT PATTERSON AFB OH 45433-5006 PATRICIA S. MILLER 937-257-3363 Patricia.Miller@wpafb.af.mil		CODE FA8770		7. ADMINISTERED BY (If other than item 6)		CODE FA8770	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INTERGRAPH CORPORATION MAIL STOP IW1506 HUNTSVILLE AL 35894-0001				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO FA8770-00-A-0002	
						10B. DATED (SEE ITEM 13) 28 JUL 2000	
CODE 62657		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attached Pages Contracting Officer's E-Mail: Patricia.Miller@wpafb.af.mil							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print)			
				PATRICIA S. MILLER Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY: Patricia S. Miller (Signature of Contracting Officer)		08 Sep 00	

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

Write Version 3.95

STANDARD FORM 30 (REV.10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AWARD FEE PLAN
FOR
CENTRAL DESIGN ACTIVITY (CDA) TECHNICAL SERVICES (CTS)
TEAM LEADER TEAMING EFFORT
WITH LOCKHEED MARTIN
FEDERAL SYSTEMS (LMFS) DIVISION, OWEGO , NY
ON THE GLOBAL COMBAT SUPPORT SYSTEM-AIR FORCE (GCSS-AF)
BLANKET PURCHASE AGREEMENT NO. FA8770-00-A-0001

Dated: 5 May 2000

EXEMPT
5 U.S.C. 552 (b)(6)

Subject: Decentralized ordering for SSG/PK.

A. On 22 May 00, the CTS office provided the following statement on the CTS web-site clarifying decentralized ordering: "After establishment of the BPAs, it is anticipated that ordering procedures will be modified to allow the CTS Contracting Officer(s) at SSG/PK (in addition to the CTS Contracting Officer(s) at MSG/PK) to award orders under the CTS vehicle." Therefore, MSG/PK hereby authorizes SSG/PK to place orders against subject Central Design Activity Technical Services (CTS) BPA.

B. Because of this change the following revisions shall be made.

(1) The term "CTS Contracting Officer" hereby refers to the ordering Contracting Officers at both MSG and SSG, with the following exceptions which refer to the "CTS BPA Contracting Officer" at MSG/PK only.

Page 25, Paragraph 8, Change of BPA Team Members

Page 26, Paragraph 12, Term of the BPA

Page 26, Paragraph 13, Award Term Clause , including Attachment 4.

All other references refer to both MSG and SSG.

(2) Reference page 28, Authorized Users, change

From: "Government Contracting Offices at MSG/PK (WPAFB) are the only users authorized to place orders under this BPA"

To: Government Contracting Offices at MSG/PK (WPAFB) **and SSG/PK (Gunter AFB)** are the only users authorized to place orders under this BPA

C. Attachment 1 to this modification provides out line of instructions to SSG.

D. All other terms and conditions remain the same.

Attachment 1

Decentralized Ordering on the CTS Blanket Purchase

Agreements

Engineering and Integration Management Concept of Operations, Version 0.02,
18 Jun 99

- Office of the Assistant Secretary Policy Memorandum, March 11, 1999, subject:
DoD Chief Information Officer (CIO) Guidance and Policy Memorandum No. 2-8190-031199 – Defense-wide Electronic Business/Electronic Commerce (EB/EC)

Decentralized Ordering on the CTS Blanket Purchase Agreements

1. Only SSG/PK will be granted the ability to place decentralized orders on the CTS BPAs, all other ordering will be accomplished by MSG/CTS.
2. Suggest SSG/PK have a structured ordering office similar to the MSG/CTS office. Give only a limited number contracting officers ordering authority.
3. SSG/PK must provide point of contact of those individuals issuing orders under the BPAs, including phone numbers, fax numbers, email addresses, and street addresses.

Contracting Officer(s)

Buyer(s)

Contracting Officer's Representatives (CORs)

4. SSG/PK will have complete access to the CTS web site. However, only MSG/CTS will have the ability to modify and maintain the web site.
5. The "CTS Ordering Contracting Officer", stated in all documentation will refer to both MSG/CTS and SSG/CTS. The "CTS Contracting Officer" will refer to the MSG/CTS Contracting Officer. (The BPAs will be modified to include this change).
6. Both MSG and SSG must abide by the terms and conditions established in the BPAs including pre-established CLIN structure.
7. The MSG/CTS office will do administration on the CTSs BPAs. Any modifications or changes to the BPAs will be issued by MSG/CTS.
8. The Award Term Plan will be administered by MSG/CTS. Any additional changes will be issued by MSG/CTS.
9. MSG/CTS will track all socio-economic goals via the CDRL provided by each team member.
10. Evaluation of BPA holders will be the responsibility of MSG/CTS only. MSG/CTS will conduct all customer service interviews including those interviews for SSG customers.
11. Issuing Orders:

A. A log number will be issued on each order

MSG will use log numbers beginning at 1001 (i.e., CTS-00-1001)

SSG will use log numbers beginning at 5001 (i.e., CTS-00-5001)

- DII COE, Integration and Run Time Specifications (I&RTS)
- DII SOE, Integration and Run Time Specifications (I&RTS)
- DII COE Segmentation Guide
- Global Combat Support System – Air Force (GCSS-AF) Developer’s Guide
- Air Force Policy Directive 63-12, *Assurance of Operational Safety, Suitability, and Effectiveness (OSS&E)*
- DEPSECDEF Memo, 22 Feb 99, Subject: DoD Year 2000 Support to Civilian Authorities
- DoD 5200.2-R *Personnel Security Program*, January 1987
- DoDD 5200.1, *DoD Information Security Program*
- DoDD 5200.28, *Security Requirements for Automated Information Systems*
- DoD 5200.28-STD, *DoD Trusted Computer System Evaluation Criteria*, 26 Dec 85 (Orange Book)
- AFPD 33-2, *Information Protection*, 1 Dec 96
- Public Law 100-235, *Computer Security Act of 1987*
- Public Law 99-474, *Computer Fraud and Abuse Act of 1986*
- Public Law 93-579, *Privacy Act of 1974*
- AFI 37-132, *Privacy Act Program* (will convert to AFI 33-332)
- DoD Information Technology Security Certification and Accreditation Process (DITSCAP), 30 Dec 97
- AFSSI 5024, *The Certification and Accreditation Process*, 1 Sep 97
- AFSSI 5027, *Network Security Policy*, 27 Feb 98
- DoD Public Key Infrastructure (PKI) Memorandum, 6 May 99
- DoDD 4630.8, *Procedures for Compatibility, Interoperability, and Integration of Command, Control, Communications, and Intelligence (C3I) Systems*, 12 Nov 92
- International Organizations for Standardization (ISO) 9000 and 9001
- DoDD 3020.26, *Continuity of Operations Policy and Planning*, 26 May 95
- AFI 32-4001, *Disaster Preparedness Planning and Operations*
- AFMAN 32-4004, *Emergency Response Operations*
- DoDD 5000.1, *Defense Acquisition*
- DoDD 5000.2-R, *Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information Systems*
- DoD-STD 7935A, *DoD Automated Information Systems Documentation Standards (Legacy Systems Only)*
- MIL-STD-973, *Configuration Management*
- MIL-STD-2549, *Configuration Management Data Interface*
- AFMC Certificate to Operate policy memo, 29 Dec 99
- Headquarters Air Force Materiel Command (AFMC) Systems Integration Management Office, *Information Management Business Area Systems*

An automatic log number will be issued via the CTS web site and will be available after the web site is established., until that time SSG and MSG will establish a manual log. SSG will notify MSG of log numbers issued monthly until the web site provides the ability to track these numbers.

- B. The ordering office will be responsible for administering and close out of orders. (i.e., SSG/CTS for orders issued by SSG and MSG will administer all other orders.)
 - C. A copy of each order and each modification issued will be distributed to MSG/CTS for tracking purposes.
 - D. The ordering office will provide notification to MSG/CTS when orders are closed out via a copy of the DD 1594.
 - E. SSG will immediately notify MSG/CTS of any problems that are not resolved. (i.e., show cause, termination, employee problems, etc.)
13. No surcharge will be accessed for any CTS actions.
14. MSG/CTS and SSG/CTS will meet every six months (before the semi-annual and annual review) to discuss CTS issues (i.e., ordering, BPA holders, socio-economic issues, etc.)
15. Data calls regarding CTS orders will be the responsibility of the local ordering offices. Data calls regarding all other aspects of the BPAs, such as socio-economic goals, will be the responsibility of the MSG/CTS office.
15. All scope issues will be resolved by MSG/CTS contracting officer.

//SIGNED//

PATRICIA S. MILLER
Contracting Officer
Materiel Systems Group

30 August 2000

4.5 Unclassified Systems

All Contractor personnel shall be familiar with the Orange Book and other security regulations containing the applicable procedures, which includes the need to safeguard user authentication mechanisms (e.g. passwords). This requirement includes assisting the Government in maintaining the integrity of the system and investigating any security deviations.

The Contractor will take appropriate disciplinary action against any Contractor employee violating security procedures.

4.6 National Agency Check (NAC).

DoD military, civilian, consultants, and Contractor personnel using unclassified automated information systems, including e-mail, must have, at a minimum, a completed favorable National Agency Check (NAC)/Entrance National Agency Check in accordance with DoD 5200.2-R Personnel Security Program, January 1987. The Contractor is required to complete the application and apply for a NAC, for any employee not currently having a NAC, upon receipt of a task order where the employee will have access to automated information systems. The Contractor shall diligently pursue obtaining NACs for its employees.

The Contractor will have access to live data during the performance of this task order. Any information, records or data the Contractor may have access to may be highly sensitive. The Contractor shall not divulge any information to anyone that is not authorized to have access to such information and/or does not have a need to know. It shall be the Contractor's responsibility to ensure that other persons have the proper authority to access the requested information. Any required ID badges shall be worn and displayed at all times.

5.0 References

- MSG Organizational Standard Software Process (OSSP)
- SSG Software Engineering Process (SEP)
- AFI 33-110, Data Administration Program
- MSG OI 33-101, *System Interfaces and Related Data*, 8 Jul 99
- OSD Directive, 30 Aug 96, Subject: Implementation of the DoD Joint Technical Architecture (JTA)
- Tri-Chair Memo Joint Technical Architecture (JTA). Version 2.0, 30 Nov 98
- DOD Joint Technical Architecture, Version 2.0, 26 May 98
- Joint Technical Architecture - Air Force (JTA-AF), Version 1.4, 5 May 98
- DII COE Architecture Design Document

MATERIEL SYSTEMS GROUP (MSG) COVER PAGE
BEST VALUE
BLANKET PURCHASE AGREEMENT (BPA)
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of acquisition streamlining, the Materiel Systems Group (MSG) and **Intergraph Corporation, Intergraph Government Solutions** enter into an agreement to facilitate the acquisition of Information Technology (IT) services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s).

	COMPANY	FSS CONTRACT NO.
BPA Holder / Team Leader	<u>Intergraph</u>	<u>GS-35F-0011K</u>
Team Member 1	<u>Veridian</u>	<u>GS-35F-0731J</u>
Team Member 2	<u>Sytex, Inc.</u>	<u>GS-35F-4971H</u>
Team Member 3	<u>Keane</u>	<u>GS-35F-4953G</u>
Team Member 4	<u>Madison Research</u>	<u>GS-35F-0543J</u>
Team Member 5	<u>Carlisle Research Inc.</u>	<u>GS-35F-0167K</u>
Team Member 6	<u>Upper Mohawk</u>	<u>GS-35F-0321J</u>
Team Member 7	<u>Analytical Services</u>	<u>GS-35F-0180J</u>
Team Member 8	_____	_____

Teaming arrangements are permitted with Federal Supply Schedule Blanket Purchase Agreement (BPA) Holders in accordance with the terms of the Exclusive Teaming Requirements of Central Design Activity Technical Services (CTS).

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA, and those set forth in any individual order awarded, shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:


PATRICIA S. MILLER DATE

Contracting Officer
Materiel Systems Group

28 June 00



6/16/00
BPA Team Leader DATE
Patricia A. Jones, Contract Administrator
Intergraph Corp., Intergraph Government Solutions

environments as technology upgrades are applied to the current MSG and SSG environments. This activity encompasses all aspects of computer facility requirements definition, design, development, hardware/software acquisition, installation, testing, operations, physical security, and maintenance including obtaining approvals from the Base Civil Engineer.

4.0 General

4.1 Hardware and Software Purchases

Hardware, software, renewal of COTS software license agreements (technical support) and other computer equipment may be purchased when incidental to accomplishment of the task order. All hardware, software, and accompanying license agreements purchased by the Contractor under this contract shall be transferred and re-licensed to the Government upon completion of the task order.

4.2 Hardware Operations and Maintenance Support

The Government may require the Contractor to continue operating and maintaining site hardware and operating system software. This includes, but is not limited to, technical, computer facilities, and maintenance support.

4.3 Year 2000 Compliance Requirements

All information technology items shall be Year 2000 (Y2K) compliant. When an upgrade is made to the software product which has been Y2K tested and certified (or otherwise replaces software which has been previously been tested and certified), the Contractor shall provide a written statement that Y2K issues have been fully addressed; the new software has been fully Y2K tested; and new software will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Y2K compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it (in accordance with FAR Section 39.106).

4.4 Classified Systems

The MSG and SSG manage several classified systems. Contractor personnel who may be required to access or use classified defense information must at least possess a Secret security clearance. Certain personnel may require a TOP SECRET clearance when working with these systems. Requirements will be specified in the specific task order. The Contractor shall ensure all applicable computer security regulations, policies, measures, and procedures are observed.

**MATERIEL SYSTEMS GROUP (MSG) BPA SCHEDULE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE**

A. CONTRACT ITEMS: The following GSA FSS contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract(s):

ALL LABOR CATEGORIES LISTED IN THE FEDERAL SUPPLY CONTRACTS APPLY.
(Attachment 5)

B. DELIVERY

DESTINATION

To be cited on individual orders.

DELIVERY SCHEDULE/DATES

To be cited on individual orders

C. LIMITS: The volume of purchases through this agreement will have no minimum or maximum limit.

D. FUNDING: This BPA does not obligate any funds.

E. ORDERING PERIOD: The BPA basic ordering period is five (5) years or GSA FSS contract(s) period, whichever occurs first. The ordering period, including potential Award Term extensions, will not exceed eight (8) years. It is the responsibility of the BPA Holder to ensure its FSS and the Team Members' FSSs are current through the anticipated ordering periods. However, if the Government determines a change is needed to the ordering/performance periods, the Government will notify the BPA Holders of their intent. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper. A change to the GSA Contract number during the performance period shall not require the establishment of a new BPA or limit the Government's ability to access the BPA, provided the Government determines that (1) similar coverage, (2) satisfactory performance, and (3) no other limitation(s) exist. This action shall be considered an administrative change.

F. INVOICING: The requirements of a proper invoice are as specified in the GSA Schedule Contract. Invoices will be submitted to the address specified within the order issued against this BPA. All task orders placed on the CTS BPA vehicle will be managed by MSG/PK. Any further instructions or clarifications will be made part of the order.

G. DEFINITION OF TEAM LEADER & TEAM MEMBER

The BPA team will consist of a "Team Leader" and no more than eight (8) "Team Members." The term "Team Leader" refers to the company whose name appears on the front page of the BPA and is the BPA Holder. The Team Leader has overall responsibility for the team and its performance. All solicitations for task orders will be addressed solely to the Team Leader. The term "Team Members" refers to the companies that have an exclusive teaming arrangement with one Team Leader for CTS. Together, the Team Leader and the Team Members are required to

- Assisting in the management of the inventory of networks, PCs, and server resources
- Providing assistance in maintaining inventory control and location records of Government-owned Federal Information Processing equipment/software and disposal of property
- Identifying deficiencies and shortcomings of current communications networks and providing recommendations/resolutions
- Providing installation services, cable plant, components (hardware/software), testing, documentation, training and technical support
- Providing maintenance service, on-call and/or on-site
- Providing office automation support for "virtual office"
- Performing network and system administration functions
- Providing video teleconferencing (VTC) support to include administration of existing configurations and devise alternative solutions
- Conducting PC/server/network security Certification and Accreditation activities required to obtain Designated Approval Authority (DAA) approval
- Implementing computer and network security measures and comply with AF and DOD security requirements
- Collecting statistics on hardware/software/system problems, security incidents, maintenance service calls, and user base
- Reviewing and providing assistance with implementation plans for applications to ensure that the system resources are available to support applications in both the long and short term
- Performing configuration management of communications and office automation software and hardware, including computers and network equipment across the enterprise
- Coordinating and tracking job requests to ensure that all customer requests are handled expeditiously
- Centralized administration of communications and office automation software licenses, including dynamic allocation
- Performing network-based detection of viruses and unauthorized software and facilities to counter/eliminate/control
- Managing and administering userid, password, and security keys (public/private, unique)

3.11 Computer Facility Management

Computer Facility Management includes designing, developing, modifying, and managing computer facilities that are incidental to the CDA information systems. This activity includes designing, installing, and operating communication and computer support facilities in the current MSG and SSG hardware, software, and communications environments. It also includes the capability to provide these services in new

satisfactorily address all aspects of the CTS Invitation to Respond (ITR) including the Technical Requirements Document (TRD) and socio-economic goals. The Team Leader and Team Members shall have a current GSA FSS Information Technology (IT) Schedule Contract (FSC Group 70). At a minimum, the Team Leader is responsible for ensuring that all Team Members have current GSA FSS schedules through the life of the BPA; performance is acceptable; and that the labor categories are manned by individuals whose qualifications are equal to or better than stated in the GSA FSS. The Government shall not have privity of contract with the Team Members.

H. ADMINISTRATIVE DATA (TO BE MAINTAINED ON EACH BPA HOLDER'S INTERNET SITE)

1. Each BPA Holder (Team Leader) is required to have an active, up to date web site. This web site must be available within five (5) business days after BPA establishment and list (or link to), at a minimum:

- (a) Composition of Team (Team Leader & Team Members)
 - (1) Current category of each company on the team in terms of large, small business, small disadvantaged business, woman-owned business, and HUBZone.
 - (2) Areas of the TRD Matrix that each Team Member is projected to cover (Attachment 6). For each TRD paragraph, list the Team Member(s) who will be supporting the task outlined in the TRD paragraph for each geographic location.
- (b) FSS for Each Team Member (including Team Leader)
 - (1) This FSS needs to include all labor categories, labor category descriptions, and labor rates. Include on/off-site rates if applicable.
 - (2) The FSSs must be current.
- (c) Information required for each Team Member (This information is critical to ensure socio-economic goals are properly credited):
 - (1) Primary Point of Contact (Provide complete name, title, corporate mailing address, billing address, electronic mail address and phone number).
 - (2) Alternate Point of Contact: (Provide complete name, title, corporate mailing address, billing address, electronic mail address and phone number).
 - (3) Are you a Small Business under SIC Code 7379?
 - (4) Are you a certified Small Disadvantaged Business (SDB)?
 - (5) Are you a Woman-Owned Business?
 - (6) Are you a HUBZone Business as certified by the Small Business Administration?
 - (7) CAGE CODE: **62657**
 - (8) DUNS NUMBER: **055157903**
 - (9) TIN: **63-0573222**
 - (10) FSCM NUMBER **62657**

2. It is required that the Team Leader's web site will link to the various Team Member's web sites, but it is the responsibility of the Team Leader to ensure the links are active and that all

- Planning for database management systems (DBMS), system software, and application software upgrades
- Providing engineering diagrams of hardware/telecommunications layouts
- Conducting hardware, telecommunications, and software inventories
- Performing software tool evaluations in areas including, but not limited to, development/re-engineering, data depot/data warehouse, BPR, web, client-server and distributed processing, office automation, and process improvement tools
- Performing independent reviews of key program events that could include key milestone, unanticipated program schedule slips, significant hardware/software failure, and program restructure
- Identifying and monitoring program technical risks and reporting those risks through established processes
- Performing domain engineering functions which include identifying domain, scoping domain, analyzing domain, and designing domain
- Developing technology transition plans for near and far term and assessing technology maturity and appropriateness for technology transition
- Identifying the requirements for and providing engineering guidance to incorporate EB/EC practices into the systems development process.

3.9 Software Process Improvement (SPI) Support

SPI is a continuous process within the CDA. Supporting the ongoing CDA SPI functions is required. Key functions include maintaining the OSSP and SEP and the continuing effort to evolve to a common CDA document; maintaining the associated process asset libraries; supporting Software Engineering Process Groups (SEPGs); SPI-related training for the workforce; and the implementation of approved software process improvements.

3.10 Telecommunications/Network Systems Support

Telecommunications systems support covers the design, implementation, operation, and management of integrated networks. Integrated networks include local area networks (LANs), metropolitan area networks (MANs), wide area networks (WANS), and any combination thereof. It also includes all forms of digitization and incorporation of multiple media types, i.e. data, video teleconferencing, digitized voice, video, or imagery as well as high bandwidth and demand bandwidth technologies. The integration effort includes support to digitized, integrated communications, including secure communications. Network integration and integration support include, but are not limited to:

- Identifying and planning for network capacity requirements to support the CDA and its information systems

2. It is required that the Team Leader's web site will link to the various Team Member's web sites, but it is the responsibility of the Team Leader to ensure the links are active and that all required information is contained on the web sites. The Team Leader's web site needs to remain the central focus for information about the team and the current FSSs. This web site will be the primary source of information to authorized users about the Team Leader and Team Members. Every Team Leader must also have electronic mail capability and provide in Attachment 1 **(to be provided by contractors (Team Leader) in their responses)** the electronic mail addresses for all parties that the BPA Holder authorizes to conduct official business with the Government.

I. AUTHORITY

This BPA is established pursuant to the terms of the BPA Holder's GSA FSS contract and FAR 13.303, and the ordering instructions contained in FAR 8.404.

J. DESCRIPTION OF SERVICES

Under this agreement, the BPA Holder shall provide information technology services in accordance with the CTS Technical Requirements Document (TRD) (Attachment 2) for the CDA as described in specific task orders. These services will be provided when ordered by an authorized CTS Contracting Officer at MSG during the performance period of the BPA. Proposals for task orders will be solicited from the selected Team Leaders. Prior to award of orders under this BPA and in accordance with GSA competition rules, a best value determination will be made from the proposals received. The order will be awarded to the Team Leader representing the best value to the Government.

K. PRICE DISCOUNT

1. The GSA FSS pricing has been determined fair and reasonable by the GSA. BPA Team Leader/Members will provide rates for work at their local facility(ies) (off-site) as well as at Government facility(ies) (on-site) (as applicable/established in their GSA FSS). If additional labor categories are added to the Team Leader's or any Team Member's FSS, they will be available for orders written under this BPA and will also be posted on the Team Leader's web site. Pricing will be the most current GSA FSS IT Group 70 price as approved by the GSA FSS Contracting Officer and will include any percentage discounts offered in this BPA (Table B-1). These discounts do not preclude the BPA Team Leader and Members from offering, or the Government requesting, further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing orders.

2. Prior to awarding any orders under this BPA or any extensions thereto, the Team Leader shall provide written documentation evidencing approved GSA rates and/or resolution of any Federal Government situation limiting the Government's ability to award an order. It is the Team Leader's responsibility to assure that its GSA FSS period of coverage and that of its Team Members is current. Orders will not be awarded unless the GSA FSS period of coverage is available to do so.

3. Team Leaders and each Team Member have the opportunity to offer a percentage discount to their FSS rates at any or all four CDA geographic locations (Dayton, OH;

- Building proposals for system re-engineering/technical refreshment including the cost/benefit of accomplishing the technical refresh
- Implementing the technical refresh and capturing the new cost to the user

3.8 Systems Engineering and Integration

This activity is necessary to accomplish systems engineering and integration for information systems. It may require interaction with the GCSS-AF Domain Integrator (Lockheed Martin Federal Systems) and/or the ESC Chief Engineer (MITRE).

This activity provides system engineering and integration of technical components (software, hardware, and communications) and organizational components (processes and procedures). It includes supporting the Chief Engineer (MITRE) in analyzing system requirements from an engineering perspective; evaluating hardware, operating systems, communications, Web and emerging technologies, and data management technologies; and integrating COTS/GOTS and custom developed applications. Systems engineering and integration appears to duplicate several other task areas, but is differentiated by its all-encompassing nature and the increased likelihood to involve the geographically dispersed CDA sites. Activities include, but are not limited to:

- Identifying and resolving systems engineering and integration issues across multiple sites and multiple hardware/software platforms while evolving to the standard technical architectures, tools, and environments
- Analyzing and resolving interoperability issues in hardware, software, communications, databases, interfaces, COTS and GOTS, and Web-enabled applications
- Ensuring adequate capacity (both hardware and communications) for both existing and planned information systems
- Identifying system infrastructure, data distribution, and development plans (such as spiral development) to support new software development or re-engineered systems
- Developing architecture transition plans to GCSS/AF, CDE, DII COE/SOE, DoD JTA, and other future DOD target architectures
- Planning for and integrating commercial-off-the-shelf (COTS)/Government-off-the-shelf (GOTS) software
- Identifying new technologies, their applications, and opportunities for technical insertion; prototyping new technologies; and evaluating risk/cost/schedule of new technology implementation for the CDA
- Identifying areas of opportunity for incorporation of GCSS/AF suite of tools including, but not limited to, Common Object Request Broker Architecture (CORBA), Java, and Object Oriented Databases (OODB)

Montgomery, AL; Ogden [redacted] Oklahoma City, OK). These percentage discounts will apply to all labor categories on their GSA FSS when used by CTS in that location. Different discounts may be offered at different locations. Each team will be asked to complete the matrix at Table B-1. It is not necessary for a Team Member to have an office established in the geographic location to be supported; however, the Government does not anticipate incurring additional costs in the event that personnel need to travel and/or relocate to provide the required support to staff a task order.

4. The appropriate percent discount stipulated in the Table B-1 will be applied to all GSA FSS labor category hourly rates acquired through orders awarded under this BPA for the life of the BPA. These percentage discounts are in addition to any discounts that are contained in the GSA FSS such as “large quantity order discounts” or “early payment discounts”. All discounts shall apply to both on-site and off-site effort.

5. In addition to the above, the Team Leader can voluntarily reduce its hourly rates or a Team Member’s hourly rates at any time by giving advanced written notice or when responding to a request for a task order proposal. When a voluntary reduction to a Team Member’s rates is offered, written evidence of the Team Member’s agreement to the reduction must be provided.

6. The Team Leader shall provide advance written notice of any change to any of the Team Members or to Team Members GSA FSS that may impact its use. Any order already issued shall not be affected by any change to BPA pricing except as set forth in the GSA FSS. If for any reason an order’s period of performance exceeds the period of coverage of the GSA FSS then that order’s effort shall continue until complete at the hourly rates negotiated in that order unless terminated by the Government. The prices offered under this BPA will undergo annual review by the CTS Contracting Officer.

One of the most critical aspects of standardizing software development and maintenance processes throughout the CDA is the software documentation involved. Preparing and updating technical plans, manuals, hardware/telecommunications topology diagrams, and system documentation for new or existing systems throughout a project's life cycle must be in accordance with the MSG OSSP and SSG SEP.

3.6.11 Disaster Recovery, Continuity of Operations, and Contingency Planning

Disaster recovery, continuity of operations, and contingency planning support are required for continued use of a CDA information system, including software applications, which are processed on various computer platforms (e.g., personal computers, mainframes, and mid-tiers). Continuity and Contingency Plans will be developed for the critical functions and services provided by the CDA with delineated recovery activities should a critical capability be lost or unacceptably degraded. In the event of a natural or man-made disaster, the software must continue processing. Activities include, but are not limited to:

- Identifying critical functionality required to support wartime efforts
- Identifying functionality that can be temporarily discontinued
- Identifying resources and sizing requirements
- Identifying and costing options for contingencies
- Reviewing and/or developing disaster recovery and continuity of operations plans
- Testing the contingency plan
- Incorporating disaster recovery and continuity of operations plans as an attachment of the system security plan
- Conducting contingency operations

3.7 Business Process Re-engineering

Business process re-engineering (BPR) includes all activities involved in improving an existing customer process and corresponding legacy system(s). BPR involves extensive interaction with customers who own the process as well as legacy programmers familiar with the existing information systems. Activities include, but are not limited to:

- Establishing organization goals and project vision
- Defining "as is" models of business processes and data including a baseline of the "as is" cost
- Performing process improvement analysis incorporating Electronic Business/Electronic Commerce (EB/EC) solutions where applicable
- Building "to be" models of processes and data

L. CLIN STRUCTURE

CLINs are established for the entire BPA. The ordering period shall not exceed eight (8) years. The BPA shall be for a period of five (5) years (Base Years one through five) plus three potential annual extensions awarded through the Award Term clause (Incentive Years six through eight).

BASE YEAR ONE

<u>CLIN</u>	<u>DESCRIPTION</u>
0001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule less any percentage discount offered (Table B-1).
0002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
0003	DATA: Data in support of CLIN 0001 and CLIN 0002 (Not Separately Priced (NSP))
0004	TRAVEL: Travel in support of CLIN 0001 and CLIN 0002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
0005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 0001 and CLIN 0002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
0006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

effort covering COMSEC, COMPUSEC, and EMSEC disciplines. Emphasize information protection precepts and promote consistent application of security principles in the use of Air Force information systems.

- OPSEC. Operations Security. OPSEC is the protection of friendly military operations and activities that result from elimination or control of intelligence indicators that are susceptible to adversary exploitation.

3.6.8 Reuse

Reuse processes and technology for software development/re-engineering/ maintenance are critical to the CDA goal of reducing the costs of our products. Facilitating integration of tested components into functional IC2S systems with reusable life-cycle work products can be accomplished with reusable software engineering technology, software repositories, and IC2S “product line” architectures. A developer can quickly integrate these products in combination with a repeatable process and a well-defined engineering environment to develop systems with reuse in mind. The MSG-SSG Standard Tool Set must be used to facilitate reuse and identify commonalties among similar systems within the CDA, thereby reducing costs while increasing productivity and reliability.

3.6.9 Data Depot and Data Warehouse

A data management architecture is required for the efficient deployment of legacy system modernization and re-engineering initiatives, as well as for new applications. This architecture improves the problems of duplicate data and functionality among systems in addition to non-standard and inconsistent (dirty) data being passed from one system to another by functioning as a single repository for logistics data, logically consolidated, yet physically distributed. To support the continuing augmentation of the ESC Data Depot and Data Warehouse, current and evolving data standards and architectures should be applied. This requirement is critical to the accomplishment of software development, reengineering/technical refresh, and software maintenance. Activities include, but are not limited to:

- Performing data modeling
- Performing data administration and data management
- Supporting the metadata repository
- Ensuring data integrity
- Ensuring data security
- Analyzing and managing interfaces
- Planning, analyzing, and accomplishing data conversions
- Managing the technical infrastructure (e.g., hardware, operating system software, etc.)

3.6.10 Documentation

BASE YEAR TWO

<u>CLIN</u>	<u>DESCRIPTION</u>
1001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
1002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
1003	DATA: Data in support of CLIN 1001 and CLIN 1002 (Not Separately Priced (NSP)).
1004	TRAVEL: Travel in support of CLIN 1001 and CLIN 1002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
1005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 1001 and CLIN 1002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
1006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

3.6.7 Information Protection (IP) and Information Assurance (IA)

Measures must be implemented to protect information and information dependent systems by preserving the availability, integrity, and confidentiality of the systems. Information contained within the systems must also be protected from penetration or disruption by unauthorized sources. Air Force organizations will require assistance in deterring, detecting, isolating, containing, and recovering from automated information systems and network intrusions. Examples of the types of activities for communications security, computer security, and emissions security are:

- **Security Awareness and Training.** This emphasizes threat awareness, individual security responsibilities, emergency preparedness, and recovery procedures. This training is mandated for all employees who are involved with the management, use, or operation of a Federal computer system
- **Certification and Accreditation (C&A).** This applies security requirements to software including computer system security certification and accreditation activities such as identifying threats, vulnerabilities, counter measures, risk analyses, security test & evaluation, cost/benefit analysis of counter measures, and development of Security Certification and Accreditation (C&A) packages to obtain Designated Approval Authority (DAA) approval
- **DoD Public Key Infrastructure (PKI).** This supports the DoD-wide infrastructure which provides general purpose PKI services (e.g., issuance and management of certificates and revocation lists in support of digital signature, encryption services, and other public key-enabled security services) to a broad range of applications at levels of assurance consistent with operational imperatives
- **Barrier Reef.** This supports protection of networks and their services from unauthorized modification, destruction, or disclosure, and provision of assurance that the network performs its critical functions correctly and there are no harmful side-effects.
- **COMSEC.** Communications Security. This applies measures and controls taken to deny unauthorized persons information derived from telecommunications and to ensure the authenticity of such telecommunications
- **COMPUSEC.** Air Force Computer Security Program. This applies measures and controls that ensure confidentiality, integrity, or availability of information systems assets including hardware, software, firmware, and information being processed, stored, and communicated.
- **EMSEC.** Emissions Control. This applies measures taken to deny unauthorized persons information of value that might be derived from intercept and analysis of compromising emanations from crypto-equipment, information systems, and telecommunications systems.
- **SATE.** C4 Systems Security Awareness, Training, and Education Program. This supports a single integrated communications awareness, training, and education

BASE YEAR THREE

CLIN	DESCRIPTION
2001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
2002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
2003	DATA: Data in support of CLIN 2001 and CLIN 2002 (Not Separately Priced (NSP)).
2004	TRAVEL: Travel in support of CLIN 2001 and CLIN 2002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
2005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 2001 and CLIN 2002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
2006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

- Defining the effort to develop and implement a schedule for various project functions, activities, and tasks. Accomplishing software Earned Value Management (EVM) (including producing software earned value metrics) for all software projects in accordance with defined MSG/SSG processes and procedures
- Identifying and developing performance metrics to evaluate a project, and analyzing and providing reports against metrics

3.6.4 Organization Process Definition (OPD)

Organization Process Definition is critical to software process improvement. An organization-wide infrastructure is required to develop and implement software standards, policies, processes, tools, and assets. The activities include, but are not limited to:

- Developing, documenting, and revising organizational process assets
- Waiving a MSG process, procedure, tool, metric or document to better match project life cycle requirements
- Activating a working group to determine software architecture or work any issue
- Effectively organizing and conducting meetings
- Resolving issues in those instances where the involved parties are unable to resolve them within their own means
- Generating and tracking action items resulting from meetings or reviews
- Executing Software Process Improvement activities
- Managing, acquiring, and distributing the standard tool sets, including Government-off-the-Shelf tools

3.6.5 Training and Change Management

Training includes defining training requirements; developing training plans and schedules; developing computer-aided instruction programs and techniques; incorporating multi-media to produce self-paced training; identifying preparing training materials; conducting training and instructing customers on methodologies, processes, tools, and systems; and evaluating trainee's progress.

Change management requires developing and implementing a process to aid in the evolution, composition, and policy management of a newly designed software or hardware system.

3.6.6 Risk Management

Risks need to be identified, analyzed, prioritized, mitigated, and controlled. Using risk probabilities to gain an accurate understanding of the risks involved in a software project, problem analysis can be conducted that weighs risk. Typical risks include, but are not limited to, schedule, technical issues, integration, and baselining customer requirements.

BASE YEAR FOUR

<u>CLIN</u>	<u>DESCRIPTION</u>
3001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
3002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
3003	DATA: Data in support of CLIN 3001 and CLIN 3002 (Not Separately Priced (NSP)).
3004	TRAVEL: Travel in support of CLIN 3001 and CLIN 3002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
3005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 3001 and CLIN 3002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
3006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

3.6 Global Processes/Functions

This section describes the global objectives when creating or changing software in accordance with the MSG OSSP or the SSG SEP.

3.6.1 Software Quality Assurance (SQA)

SQA provides management visibility into the processes and products through all phases of the software life cycle. Organizational processes must be followed as software products are developed, re-engineered, re-hosted, prototyped, or maintained. The final software product must conform to established requirements which include, but are not limited to:

- Developing and maintaining the SQA Plan
- Evaluating the implementation of processes to determine the effectiveness and compliance with standard processes
- Evaluating software work products
- Defining, recording, analyzing, and reporting software-related-metrics
- Producing Quality Assurance Reports (QARs) that document the findings of SQA evaluations and any observations.
- Recording and measuring the level of customer satisfaction with CDA processes and products
- Conducting Software Process Assurance (SPA) audits

3.6.2 Software Configuration Management (SCM)

In order to manage software configuration, an SCM Plan will be developed, implemented, and maintained. SCM includes identifying the configuration items; controlling the release and change of these items throughout the system life cycle; recording and reporting the status of configuration items and change requests; and verifying the completeness and correctness of configuration items throughout all phases of the software life cycle.

3.6.3 Project Tracking and Oversight (PTO) Related to the Software Product

Project tracking and oversight will be performed during software development, maintenance, and technical refresh. Examples of PTO include, but are not limited to:

- Reviewing project risks associated with the cost, schedule, functional, performance, and technical aspects of the project and providing reports
- Performing software estimates to manage hours, schedule, cost, and other resources. Estimates can be prepared through such means as Function Point Analysis (FPA)

BASE YEAR FIVE

<u>CLIN</u>	<u>DESCRIPTION</u>
4001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
4002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
4003	DATA: Data in support of CLIN 4001 and CLIN 4002 (Not Separately Priced (NSP)).
4004	TRAVEL: Travel in support of CLIN 4001 and CLIN 4002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
4005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 4001 and CLIN 4002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
4006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment3).

When the project is completed, the final activities include collecting, validating, and consolidating lessons learned (LL); receiving and processing customer feedback to evaluate the project or block release; and archiving the project artifacts

3.2 Software Maintenance (Sustainment)

Software Maintenance includes efforts such as modifying existing legacy software systems to correct deficiencies, adapting to a changed technical environment, improving software performance, or enhancing functionality in response to a change request from the customer. Software maintenance is to be accomplished in accordance with the MSG OSSP or the SSG SEP and is a subset of the tasks required for software development.

3.3 Technical Refresh (Re-Engineering)

Technical Refresh includes efforts such as re-engineering an existing legacy system to take advantage of new technologies (such as the World Wide Web) or incorporating standards (such as DII COE). Technical Refresh may include modifications to a system that are so substantial that the system requires a major redevelopment (usually as a result of a customer process change). All legacy modifications must include a focus on implementing and improving the IC2S.

3.4 Proof of Concept/Prototyping

Satisfying unique customer requirements may require the application of new methods, processes, or technologies. It may involve efforts such as building a prototype (either functional or throw-away); adapting or integrating COTS/GOTS packages; or a "trial run" of a new product for evaluation purposes.

3.5 System Migration/Re-hosting

Improvements to provide better performing, more cost-effective information systems for customers can be accomplished through a system migration or re-hosting. An example could be to migrate a legacy system to a different architecture or environment. To accomplish a system migration or re-hosting, several actions occur including, but not limited to:

- Evaluating alternative platforms or systems software packages
- Analyzing the feasibility of the proposed conversion (from both a technical and financial perspective)
- Planning for the migration effort
- Converting both the data and the applications
- Testing to ensure impact to the customer is mitigated

INCENTIVE YEAR SIX

<u>CLIN</u>	<u>DESCRIPTION</u>
5001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
5002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
5003	DATA: Data in support of CLIN 5001 and CLIN 5002 (Not Separately Priced (NSP)).
5004	TRAVEL: Travel in support of CLIN 5001 and CLIN 5002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
5005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 5001 and CLIN 5002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
5006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

3.1.6 Testing

Types of testing include independent testing (Independent Verification and Validation (IV&V)); interoperability testing; and assisting with customer acceptance testing. Testing is accomplished in a test region, independent test facility, or interoperability test center. Successful test completion is an established product baseline approved by the Test Readiness Review (TRR) and the Physical Configuration Audit (PCA).

3.1.7 Implementation

Implementation involves migrating or installing the product(s) at the customer's designated site(s) in accordance with the Software Installation Plan (SIP) or Software Release Transmittal Letter (SRTL). Beta testing may be required by the customer. Implementation is complete after the Customer Acceptance Review (CAR) and customer acceptance of the software. A Certificate to Operate is required for all new systems to ensure that current Communications and Information (C&I) infrastructure supports the fielding of new systems. This Air Force Materiel Command process provides the necessary discipline to ensure system-infrastructure interfaces are identified, coordinated, and approved.

3.1.8 Customer/Production Support

This activity involves customer support for a fielded production system. Customer/Production Support includes, but is not limited to:

- Monitoring of operational activities and overall system performance
- Accomplishing daily surveillance of system interfaces and application system production processing
- Accomplishing daily monitoring of communications
- Conducting media backup/storage
- Providing help for end users
- Providing ad-hoc report generation and other output products, including remote print capability
- Providing training and training support for customer use of installed product(s)
- Providing mission support to resolve problems including production problems
- Developing a process that allows the customer to provide software performance feedback to the project personnel

3.1.9 Completion

INCENTIVE YEAR SEVEN

<u>CLIN</u>	<u>DESCRIPTION</u>
6001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
6002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
6003	DATA: Data in support of CLIN 6001 and CLIN 6002 (Not Separately Priced (NSP)).
6004	TRAVEL: Travel in support of CLIN 6001 and CLIN 6002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
6005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 6001 and CLIN 6002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
6006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

management plan. Support must be available for various Boards such as the Functional Review Boards (FRB), Software Configuration Control Boards (SCCB).

3.1.2 Project Planning

Project planning includes determining the type of software life cycle to utilize; defining the preliminary development environment, architecture and infrastructure to employ; planning for Security Certification and Accreditation and training; performing initial site surveys; generating and updating required documentation for accomplishing the project; incorporating Lessons Learned from previous programs and past performance; and achieving compliance with Air Force Materiel Command's (AFMC's) Certificate to Operate process.

3.1.3 Analysis

Analysis includes identifying, analyzing, and reviewing software requirements to develop data models, process models, initial system specifications, internal and external interfaces; and preliminary formal test descriptions for each Computer Software Configuration Item (CSCI). This analysis, if approved at the System Requirements Review (SRR), establishes the functional baseline for the project and translates user needs into a formal statement of technical requirements or specification.

3.1.4 Design

Designing system architecture is based on the results of the analysis process above, starting with the system requirements and the selected technical solution. The system architecture includes the design of hardware, software, communication infrastructure, both the external (to other systems) and internal (within the system) interfaces, the logical and physical databases, data standardization, and formal test descriptions. A Critical Design Review (CDR) must be conducted where documentation generated is presented to the customer for verification and acceptance in order to establish the allocated baseline.

3.1.5 Construction

Construction includes generating the software modules and databases; building the hardware, system software, and communications infrastructure to support the software construction and testing; conducting unit, integration, and system testing; and conducting peer reviews of code and test plan/test cases; and any associated documentation. Activities may also include test preparation and coordination with other service agencies such as Defense Information Systems Agency (DISA).

When a Functional Configuration Audit (FCA) verifies that a product functions as stated in the customer's requirements, the product is ready to move to the next phase and construction is complete.

INCENTIVE YEAR EIGHT

<u>CLIN</u>	<u>DESCRIPTION</u>
7001	LABOR: The contractor shall provide on-site (Government Facility) CDA technical services. Labor categories and labor prices per hours are contained in GSA Federal Supply Schedule, less any percentage discount offered Table B-1).
7002	LABOR: The contractor shall provide off-site (Contractor's Facility) CDA technical services. Labor categories and labor prices per hour are contained in GSA Federal Supply Schedule, less any percentage discount offered (Table B-1).
7003	DATA: Data in support of CLIN 7001 and CLIN 7002 (Not Separately Priced (NSP)).
7004	TRAVEL: Travel in support of CLIN 7001 and CLIN 7002. Travel shall be in accordance with Joint Travel Regulation and approved by the CTS Contracting Officer's Representative prior to travel.
7005	OTHER DIRECT COSTS (ODCs): ODCs in support of CLIN 7001 and CLIN 7002. ODCs must be allowable in the GSA Federal Supply Schedule. ODCs shall be approved by the CTS Contracting Officer prior to purchase by the contractor. In addition, at the time of requesting approval, contractor shall provide quotes from three vendors or proof of cost reasonableness to the CTS Contracting Officer.
7006	AWARD FEE: Award Fee CLIN in support of work with the GCSS-AF Contractor in accordance with Associate Contractor Agreement and the Award Fee Plan (Attachment 3).

System Mapping is performed for all new software development and technical refresh projects. This includes, but is not limited to, Business Process Analysis, Business Process Modeling (BPM), and integration of individual BPMs into a Corporate Enterprise Model with functional overlaps identified.

When appropriate, software will be segmented for execution in an infrastructure provided by the DII COE available for DoD-wide use on a variety of hardware platforms. The segmentation process of packaging application software into segments allows the software to be installed with the tools provided in the DII COE runtime environment. This process will support the development of new cross-functional common components as well as the integration of Commercial Off The Shelf (COTS), Government Off The Shelf (GOTS), and legacy mission applications. This effort will allow for acquisition and application of enabling technologies. Systems and applications are required to be certified at the proper DII level of integration for the runtime environment that is directly tied to the degree of interoperability achieved.

Additionally, when applications are developed for execution on mainframe platforms, the DII SOE infrastructure will be utilized which includes a standard family of executive computer software and hardware operating environments within the Defense MegaCenters (DMCs).

SHADE, in concert with the DII COE, provides a means to lead the DoD development community in the implementation of data standards. SHADE is an infrastructure that improves systems interoperability and data sharing through better management of metadata, data access mechanisms, and physical data. SHADE will provide the necessary architectures, approaches, infrastructures, reusable components, and guidelines and standards.

The AF CDE Repository supports the goal of the AF DII CDE to produce a data infrastructure for the Integrated C2 System (IC2S) facilitating data access, interoperability and data sharing. The repository provides a logically central, easily accessible library for AF and related DoD metadata such as data elements, data and process models, data segments, program documentation, data mappings, domain engineering assets, and C4ISR Architecture Framework products.

3.1.1 Requirements Evaluation and Proposal

Customer requirements must be properly identified and defined; potential risks and weakness must be identified; and exit criteria must be established through Joint Application Design (JAD) sessions. Technical solutions must include adequate exit criteria and a cost and schedule estimate. Proposals must contain the basic plan, approved requirements, block release schedule, project skills document, and project risk, and a

M. PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSES

- FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- FAR 52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, (JAN 1986)
TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS

DOD FAR CLAUSES

- 252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE (SEP 1999)
- 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (AUG 1999)
(CAGE) CODE
- 252.204-7004 REQUIRED CENTRAL CONTRACT REGISTRATION (MAR 1998)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NON COMMERCIAL (NOV 1995)
ITEMS
- 252.227-7014 RIGHTS IN NON COMMERCIAL COMPUTER (JUN 1995)
SOFTWARE AND NON COMMERCIAL
COMPUTER SOFTWARE DOCUMENTATION
- 252.227-7015 TECHNICAL DATA (COMMERCIAL ITEMS) (NOV 1995)
- 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON (NOV 1995)
TECHNICAL DATA
- 252.232-7007 LIMITATION OF GOVERNMENT OBLIGATION (AUG 1993)
* TO BE CITED ON INDIVIDUAL ORDERS
** TO BE CITED ON INDIVIDUAL ORDERS
*** TO BE CITED ON INDIVIDUAL ORDERS
- 252.243-7000 ENGINEERING CHANGE PROPOSAL (SEP 1999)

AF FAR CLAUSES

- 5352.242-9000 CONTRACT ACCESS TO AIR FORCE INSTALLATION (MAY 1996)

3.0 REQUIREMENTS

This section describes the CTS task area objectives and is not intended to be an all-inclusive listing and may require modification to accommodate changes, additions, and/or deletions. Individual task orders will contain specific, detailed requirements. Identifying opportunities for inserting emerging technologies, web capabilities, and innovative solutions are encouraged when developing proposals for task orders. Any source code, documentation, or other products accomplished under any task order of this vehicle will become the sole property of the Government.

3.1 Software Development

Software development encompasses the processes from requirement identification to planning, analysis, design, construction, testing, implementation, customer support, and completion. Many functions and processes span the entire software life cycle to ensure that the project is proceeding within schedule and cost; that a quality product is being produced; and that participants are informed, trained, and follow appropriate standards, processes, and procedures.

Organizations that manage a Command and Control (C2) system within the CDA will use the ESC spiral development methodology. Air Force Program Directive 63-1, *Acquisition System*, directs the use of an Evolutionary Acquisition Strategy and a Spiral Development Process in support of Command and Control Systems. The spiral development process covers all phases of the life cycle from concept formulation/requirements definition to decommissioning. The process in existence today requires modification to focus on both the 18-month spiral development cycles and continuous improvement in achieving a single integrated C2 system. This process is achieved by using a repeatable, defined, and managed software development process that produces quality products that are affordable to develop, deploy, and sustain. For the CDA, those processes are found in the OSSP and the SEP.

All applicable aspects of OSS&E need to be incorporated in the software development process. Air Force Policy Directive 63-12, *Assurance of Operational Safety, Suitability, and Effectiveness*, requires the consistent application of a disciplined engineering process for the management of systems and end-items. All C2 systems will be assessed for OSS&E throughout the system's operational life. While components of the OSS&E reside in the OSSP/SEP, OSS&E requires a dedicated focus due to the assessment and reporting requirements.

For all software development activity, the CDA uses the MSG-SSG Standard Tool Set. This tool set is compatible with the Spiral Development process listed above and can be located <http://www.wpafb.af.mil/msg/cts/ITR-Lib.htm>.

CLAUSES IN FULL TEXT

5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)

PREAMBLE to the Organizational Conflict of Interest (OCI) Clause:

(a) This Organizational Conflict of Interest Clause will apply to orders issued under this BPA and shall be in accordance with FAR 9.5.

(b) Whenever the Government solicits information for the purposes of issuing a potential order, the BPA Holder and its selected Team Members shall promptly review the services described and inform the CTS Contracting Officer, in writing, of any pre-existing circumstances which might create a conflict of interest under the following OCI provision.

(c) If either organizational changes on the part of the BPA Holder and/or its Team Members or Government consolidations of programs give rise to organizational conflict of interest during the performance of any orders under this BPA, the BPA Holder shall inform the CTS Contracting Officer in writing of the new situation.

FAR 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 1997)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor"* means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

- DoD Public Key Infrastructure (PKI)
- MSG Organization Standard Software Process (OSSP) (http://www.wpafb.af.mil/msg/cts/Reference_Locations.doc).
- SSG System Engineering Process (SEP) <http://web1.ssg.gunter.af.mil> (Click Products and Services, then Systems Engineering Process).

2.0 SCOPE

The ESC CDA consists of the Materiel Systems Group (MSG) and the Standard Systems Group (SSG). The MSG is located at Wright-Patterson AFB, Ohio, with Software Factory Site Development Activities at Wright-Patterson AFB, Ohio; Tinker AFB, Oklahoma; and Hill AFB, Utah. The SSG is located at Gunter Annex, Maxwell AFB, Alabama.

Both components of the CDA have a similar organizational structure, which include a Software Development office or Software Factory, System Program Offices (SPOs), and a Defense Information Infrastructure (DII) Office. The Software Development offices/Software Factories are primarily responsible for developing and maintaining information systems; the SPOs are responsible for program management of the CDA customers' information systems; and the DI offices manage architecture, systems engineering, and security of the CDA's information systems.

The CDA currently manages in excess of 268 information systems for a variety of customers within the Air Force and other DoD organizations. These information systems range from legacy systems to client-server, web-based applications. These systems are written in over 50 programming languages and process on 40+ different hardware platforms. Several of these systems are classified.

The CDA uses a software engineering methodology based upon the Software Engineering Institute (SEI) Capability Maturity Model (CMM) and has standard software processes, which are documented in the Organizational Standard Software Processes (OSSP) for MSG and the Standard Engineering Process (SEP) for SSG.

During the life of this CTS vehicle, technical services shall be available within the CDA on an as-required basis in accordance with the task areas. Non-personal services under this vehicle shall be performed as required and set forth in individual task orders. Task orders shall be issued to activate the tasks and provide the specific details of the technical requirements, any applicable Government Furnished Equipment/Government Furnished Information (GFE/GFI), deliverables, and schedules. Task orders may relate to a single task area or to multiple task areas. At all times the Contractor shall consider existing and draft legislation, existing and draft federal standards, commercial best practices, and industry or recognized association standards.

(2) Restriction

The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

Alternate I (AFMC) (JUL 1997). As prescribed in 5309.507-90(a)(2), either substitute paragraph (a)(2) of the basic clause with one or both of the following paragraphs, or use one or both in addition to the basic paragraph (a)(2). Use these paragraphs substantially as written.

(a)(2)(i) The Contractor shall prepare and submit complete specifications for nondevelopmental items to be used in a competitive acquisition. The Contractor shall not furnish these items to the DoD, either as a prime or subcontractor, for the duration of the initial production contract plus one (1) year.

Alternate III (AFMC) (JUL 1997). As prescribed in 5309.507-90(a)(4), add the following paragraph (b) to the basic clause substantially as written:

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the CTS Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

Alternate IV (AFMC) (JUL 1997). As prescribed in 5309.507-90(a)(5), add the following paragraph (b) to the basic clause. If Alternate III is also used, renumber this to paragraph (c).

(c) The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

Alternate V (AFMC) (JUL 1997). As prescribed in 5309.507-90(a)(6), add the following paragraph (b) to the basic clause substantially as written. If more than one Alternate is used, renumber this paragraph accordingly.

(d) The Contractor agrees to accept and to complete issued delivery orders, provided that no new organizational conflicts of interest are created by the acceptance of that order. The CTS

ELECTRONIC SYSTEMS CENTER (ESC)
CENTRAL DESIGN ACTIVITY (CDA) TECHNICAL SERVICES ACQUISITION
TECHNICAL REQUIREMENTS DOCUMENT (TRD)

Version 4.0, 2 May 2000

1.0 PURPOSE

The CDA Technical Services (CTS) vehicle will provide CDA organizations with an option for acquiring qualified technical expertise with the ability to work seamlessly among the Materiel Systems Group (MSG) and Standard Systems Group (SSG) locations, outside organizations, and other support contractors to support mission-essential needs. This vehicle will facilitate the ability of the CDA to acquire the information technology support needed to provide leading edge products and services to its customers. It will encompass product development and legacy system modifications over the life cycle that will include a focus on implementing and improving integrated C2 systems populated with reusable software components. Support to mission-essential needs implies sustaining the viability of existing systems; making changes required by law, DoD policy, and Air Force regulations; meeting the needs of new information systems; identifying opportunities to operate more effectively and efficiently; and otherwise providing for the continuing growth of information requirements. This vehicle will facilitate the acquisition of skills needed to meet the current and emerging technical standards and requirements of the Air Force Global Combat Support Systems/Air Force (GCSS/AF) architecture and domain integration, as well as systems engineering expertise capable of interacting with MITRE, ESC's Chief Engineer.

All support under this vehicle will adhere to approved DoD architectures, standards, and guidelines. The common infrastructure architectures and technical requirements include, but are not limited to:

- DoD Joint Technical Architecture (JTA)
- Air Force Global Combat Support Systems/Air Force (GCSS/AF)
- Common Data Environment (CDE)
- Defense Information Infrastructure Common Operating Environment (DII COE)
- Defense Information Infrastructure Standard Operating Environment (DII SOE)
- Shared Data Environment (SHADE)
- Integrated Command and Control System Architecture
- Operational Safety, Suitability, and Effectiveness (OSS&E)

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2 May 2000

Contracting Officer shall identify the organizational conflict of interest in each order. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

Alternate VI (AFMC) (JUL 1997). As prescribed in 5309.507-90(a)(7), add the following paragraph (b) to the basic clause substantially as written. If either Alternate III or IV or both are used, renumber this paragraph accordingly.

(c) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the CTS Contracting Officer.

*Contractor, for purposes of this clause, also means Team Leader and/or Team Members.

5352.216-9003 AWARD FEE

As prescribed in 5316.406(90), insert the following clause, substantially as written, in Section I:

AWARD FEE (AFMC) (MARCH 2000)

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount of up to (see Award Fee Plan [Attachment 3]) on the basis of performance during the evaluation periods.

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Fee Review Board (AFRB). The AFRB recommends an award fee to the Fee Determining Official (FDO) who makes the final decision of the award fee amount paid based on the Contractor's performance during the award fee evaluation period.

(c) Award Fee Plan. The evaluation criteria and associated grades are specified in the award fee plan. The evaluation periods with the associated award fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award fee plan. Upon contract award, the Contractor will be provided the FDO-approved award fee plan.

(d) Modification of Award Fee Plan. Unilateral changes may be made to the award fee plan if the Contractor is provided written notification by the CTS Contracting Officer before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(e) Self-Evaluation. The Contractor may submit to the CTS Contracting Officer, within five (5) working days after the end of each award fee evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed two (2) pages. This self-evaluation will be used in the AFRB's evaluation of the Contractor's performance during this period.

**TO BE COMPLETED WITHIN 5 BUSINESS DAYS IN ACCORDANCE WITH
BPA PARAGRAPH H – ADMINISTRATIVE DATA.**

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Team Web Site and E-Mail Addresses
Attachment 1
31 July 2000

(f) Determination and Methodology, The determination and Methodology for determining the award-fee amount are unilateral decisions made solely at the discretion of the Government.

(g) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may invoice for the award fee immediately upon receipt of the CTS Contracting Officer's authorization for payment of the earned award fee amount.

5352.245-9004 BASE SUPPORT

BASE SUPPORT (AFMC) (JUL 1997)

Base support shall be provided by the Government to the Contractor* in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or non-availability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the CTS Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

SUBJECT: FA8770-00-A-0001, ADMINISTRATIVE CHANGE

A. For clarification purposes, the following phrase is hereby deleted from page 5 of 32, paragraph K.6., of subject Blanket Purchase Agreement:

"...except as set forth in the GSA FSS."

B. All other terms and conditions remain unchanged.

(e) Following are installations where base support will be provided:

SSG, Gunter Annex, Maxwell AFB, AL
MSG, Tinker AFB, OK
MSG, Hill AFB UT
MSG, Wright-Patterson AFB, OH

(f) The Government support to be furnished under this BPA is: For Government sites support shall be in accordance with the written authorization contained in individual orders. When directed to "collocate" contractor personnel on Government sites, sufficient space, furniture, telephones, and micro-computers will be provided to perform the task. Additional base support will be determined on an "as necessary" basis by each order.

Alternate I (AFMC) (JUL 1997). As prescribed in 5345.106-90(b), add the following paragraph (g) to the basic clause:

(g) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the CTS Contracting Officer can relieve the Contractor from this restriction.

*Contractor for purposes of this clause means Team Leader and/or Team Members.

5352.217-9010 Associate Contractor Agreements.

ASSOCIATE CONTRACTOR AGREEMENTS (AFMC) (JUL 1997)

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the (to be cited on individual orders) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors are listed in (h) below.

(b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE Z - LH		PAGE OF PAGES 1 of 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 10 APR 2002		4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MSG PKA		CODE FA8770		7. ADMINISTERED BY (If other than Item 6)		CODE FA8770	
MSG/PK 4375 CHIDLAW RD ROOM C022 WRIGHT-PATTERSON AFB OH 45433-5006 PAMELA P. LADSON (937) 257-5990 Pamela.Ladson@wpafb.af.mil				MSG/PK 4375 CHIDLAW RD RM C022 WPAFB OH 45433-5006			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INTERGRAPH CORPORATION 170 GRAPHICS DRIVE MADISON AL 35758 (256) 730-6996 APR 10 2002				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. FA8770-00-A-0001	
CODE 62657				FACILITY CODE		10B. DATED (SEE ITEM 13) 28 JUL 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) X							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: Change in Contract Price: \$0.00 Change in Obligation: \$0.00							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print) PATRICIA S. MILLER Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY Patricia S. Miller (Signature of Contracting Officer)		16C. DATE SIGNED 10 APR 2002	

(c) A copy of such agreement shall be provided to the CTS Contracting Officer for review before execution of the document by the cooperating contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract*. Agreements may be amended as required by the Government during the performance of this contract*.

(h) The following contractors are associate contractors with whom agreements are required:

CONTRACTOR	Lockheed Martin Federal Systems
ADDRESS	1801 State Route 17C
	Owego NY 13827-3998
PROGRAM	GCSS-AF
CONTRACT	F019620-96-D-0004
Point of Contact:	Gary Rocco
Telephone	607-751-6071

Note: Task Orders in which the Associate Contractor's Agreement with Lockheed Martin Federal Systems is invoked may require use of the AFMC FAR 5352.216-9003 and Award Fee Plan (Attachment 3).

*For purposes of this clause contract means individual task order.

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)

(a) For the purpose of this clause:

Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign Governments; Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign Government, a foreign-owned or influenced firm, corporation or person; Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person; and

increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Task Order equaling the percentage of completion of the work contemplated by this contract.

D. All other terms and conditions remain the same.

(b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions set forth in this clause.

(c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). The Contractor shall notify the CTS Contracting Officer and obtain written approval of the CTS Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

TECHNICAL REVIEW (MITRE)

(a) The Government has contracted The MITRE Corporation as the Chief Engineer for the Electronic Systems Center (ESC). Since the CDA is a part of ESC, MITRE is responsible to the Government for this engineering function for the CDA programs and projects, which will impact some of the orders written under this Blanket Purchase Agreement (BPA).

(b) Explanation of MITRE Role:

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the CTS Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that the MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(b) The Task Order specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Task Order, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 30 days, when added to all costs previously incurred, will exceed 80 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Thirty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Task Order or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Task Order or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Task Order. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Task Order.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Team Leader agrees to cooperate with the MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning applicable orders written under this BPA to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Team Leader's technical efforts and/or contract requirements shall be effected only by the written direction of the CTS Contracting Officer.

N. SPECIFIC TERMS AND CONDITIONS:

1. PROHIBITED ACTIVITIES - The BPA Holder shall not perform tasks under any resultant order which involve the following:

(a) Preparation of any statement of requirements, objectives, or needs to be procured by the Government for CTS services, whether to be acquired by future orders under the CTS program/GSA Federal Supply Services Schedule, or by any other contract action with MSG or SSG;

(b) Evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for CTS services or any other supplies or services;

(c) Formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of CTS-like services;

(d) Preparation of documentation for future orders for CTS services.

2. SEGREGATION OF COSTS

(a) The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the Team Leader of costs incurred for certain items and services purchased directly for an order under this BPA, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government-directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA Holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA Holder as authorized for purchase by the CTS Contracting Officer or designated representative.

SUBJECT: (1) Statement for Table B-1
(2) Incorporation of Clauses

A. Reference Table B-1 "Discount Price Matrix", the following statement is hereby added

"If work will be performed at a location other than the four areas (Dayton/Wright-Patterson AFB; Montgomery/Gunter AFB; Ogden/Hill AFB; or Oklahoma City/Tinker AFB) the BPA holder, at the time individual task orders are proposed, use the published GSA rate or provide a discount."

B. The following clause is hereby incorporated by reference:

52.212-0546 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (MAY 1999)

C. The following clauses are hereby incorporated in full text:

FAR 52.217-05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within TO BE CITED ON DELIVERY ORDERS the period specified in the Schedule.

FAR 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within TO BE CITED ON TASK ORDERS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TO BE CITED ON TASK ORDERS days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TO BE CITED ON TASK ORDERS.

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Task Order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Task Order. The Contractor agrees to use its best efforts to perform the work specified in the Task Order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The BPA Holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be cited in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

(c) The “Ceiling Price” referred to in the “Payments under Time and Materials and Labor-Hour Contracts” clause shall be the ceiling price as stated in each order.

3. BPA TERMS AND CONDITIONS FLOWDOWN

The BPA Holder/Team Leader (identified on page 1 of the BPA) shall execute binding agreements with its Team Members, which, as a minimum, establish that:

(a) GSA FSS rates of the Team Member(s) will be applicable to all efforts ordered under this BPA, and

(b) BPA Terms and Conditions specified are applicable to all efforts ordered under this BPA.

(c) If additional clauses are needed, they will be included in the individual orders.

4. SOCIO ECONOMIC GOALS

The BPA Holder/Team Leader (identified on page 1 of the BPA) is required to track the dollars given to appropriate small business categories in accordance with the Contract Data Requirements List (CDRL) (Exhibit A). Each BPA Holder/Team Leader is required to report via this CDRL every six months on the status of the team’s achievement of the socio-economic goals for the task orders in progress during any part of the six month reporting period. The socio-economic goals are as follows: Twenty-five (25) percent of all dollars must be to Small Business, of which five (5) percent should be Small Disadvantaged and additional five (5) percent should be to Women Owned. Additional credit will be accorded to the Team Leader if dollars are given to SBA-Certified Small Business HUBZone contractors.

5. EVALUATION OF BPA HOLDER’S PERFORMANCE

(a) An assessment of the Team Leader’s performance on current orders issued under this BPA will be an important factor in determining extensions to the BPA ordering period. Each Team Leader’s performance will be evaluated every six (6) months for each open task order. If the period of performance for the order is six months or less, or if the order has less than six months remaining until completion, then performance for that six month period will be assessed at order completion.

CTS performance metrics are:

- Socio Economic Goals
- Schedule
- Cost

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE BPA	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 18 Oct 00		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY MSG PK MSG/PKA 4375 CHIDLAW RD ROOM C022 WRIGHT PATTERSON AFB OH 45433-5006 PATRICIA S. MILLER 937-257-3363 Patricia.Miller@wpafb.af.mil		7. ADMINISTERED BY (If other than Item 6) MSG/PK 4375 CHIDLAW RD RM C022 WPAFB OH 45433-5006		5. PROJECT NO. (If applicable) FA8770	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INTERGRAPH CORPORATION MAIL STOP IW1506 HUNTSVILLE AL 35894 0001				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA8770-00-A-0001 10B. DATED (SEE ITEM 13) 28 JUL 2000	
CODE 62657		FACILITY CODE		X	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243 Changes					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attached Pages Contracting Officer's E-Mail: Patricia.Miller@wpafb.af.mil					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Patricia A. Jones Contract Administrator		16A. NAME AND TITLE OF SIGNER (Type or print) PATRICIA S. MILLER Contracting Officer			
15B. CONTRACTOR/OFFEROR Patricia A. Jones (Signature of person authorized to sign)		15C. DATE SIGNED 10-6-00		16B. UNITED STATES OF AMERICA BY Patricia S. Miller (Signature of Contracting Officer)	
				16C. DATE SIGNED 18 Oct 00	

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STANDARD FORM 30 (REV.10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

(b) Achievement of socio-economic goals will be evaluated using the CDRL (Exhibit A), which a Team Leader is required to submit every six months. Schedule, cost, technical performance, and customer satisfaction will be measured by the CTS Program Office in conjunction with the task order customer. Each Team Leader's performance metrics will be briefed to CDA senior leadership semi-annually and will be used in the determination of whether award term extensions are given to the Team Leader.

(c) A Contractor Performance Assessment Report (CPAR) will be completed annually for each BPA Holder in accordance with AFMC 64-107. Once completed, the Government's official source selection database will be used for review for future contracts or BPA awards. The initial CPAR will be completed on the anniversary of the BPA award date.

6. PERSONNEL REQUIREMENTS

BPA team personnel are required to possess the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS), Statement of Objectives (SOO), or Statement of Work (SOW) tasking for the labor category under which they are performing.

7. LABOR HOUR ORDERS

(a) When a task order proposal is requested and the Team Leader and one or more Team Members have the required labor category (or categories) to accomplish the work, the order proposal must identify the source (Team Leader or Team Member) that is providing the labor category (or categories) and propose that source's labor rate.

(b) The BPA Holder shall furnish the necessary qualified personnel, materials, facilities and management resources to complete the tasks set forth in the order within the terms specified and at the price(s) stated.

(c) The BPA Holder shall use only the labor categories and hours specified for the category in each order.

(d) The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA Holder to determine the optimum labor mix for the order the BPA Holder may increase or decrease the number of hours for each category specified in the individual order by no more than ten (10) percent with notification to the CTS Contracting Officer's Representative (COR). These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA Holder will not be paid more than the amount obligated on any individual order. For any proposed change over ten (10) percent, notification must be made to the CTS Contracting Officer who will negotiate the change.

List of Documents, Exhibits and Other Attachments

DOCUMENT	TITLE
Attachment 1	Team Web Site and E-Mail Addresses
Attachment 2	Technical Requirements Document
Attachment 3	Award Fee Plan
Attachment 4	Award Term Plan
Attachment 5	GSA Federal Supply Schedules
Attachment 6	Technical Requirements Document Matrix
Attachment 7	Past Performance Questionnaire
Exhibit A	Contract Data Requirements List
Table B-1	Discount Price Matrix

(e) In the event the BPA Holder expends fewer hours than set forth in the individual order, the total order may be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the amount obligated on the order.

(f) Notwithstanding any other provision, the BPA Holder shall maintain sufficient accounting records for verification of the hours and/or categories of labor incurred in the performance of each order. After completion of the work called for in the orders issued under this BPA, the CTS Contracting Officer or their duly authorized representative shall have the right to examine the Team Leader's records for the purpose of verifying the number and category of labor hours (including the Team Member's) utilized in the performance of the work thereunder.

8. CHANGE OF BPA TEAM MEMBERS

(a) Team Leaders determined to represent the best value to the Government will be awarded a BPA based upon their proposed team composition. Team Members shall be considered as approved in accordance with FAR 52.244-2 (ALT 1), "Subcontracts (Time-and-Materials and Labor Hour Contract)". Any subsequent additions, deletions, or substitutions must be approved by the CTS Contracting Officer.

(b) To make any changes to the team composition, the Team Leader must notify the CTS Contracting Officer prior to the occurrence and submit justification in writing. Justification is limited to two (2) pages and must address the reason for the change, advantage to be realized by the Government, price discount offered to GSA FSS labor rates by the new member, GSA Schedule and FSS Number, impact on socio-economic goals, and any other impacts. Once approved the Team Leader will update the web site of the Team to incorporate the new Team Member(s). Note that any order issued prior to the change must be completed with the Team Membership that was current at the time the order was placed unless otherwise agreed to by the CTS Contracting Officer.

9. COLLOCATION

The BPA Holder may be required to collocate a portion of its workforce with a Government office. The Government will make available base support, in accordance with the "Base Support" clause, for any such collocation.

10. TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this BPA when pre-approved by the COR and appropriately documented. Reimbursement for travel is limited to that required in the performance of the order and shall be in accordance with the Joint Travel Regulation (JTR)*. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable

period of performance, hours or obligated amount for any funded . All invoices submitted for payment shall clearly identify:

- (1) Government order number.
- (2) Period of performance.
- (3) Amount due by CLIN/subCLIN.
- (4) Labor hours provided per labor category.

(d) Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within sixty (60) days of completion of any individual order, the BPA Holder shall present a final invoice to the CTS Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price.

21. PERFORMANCE

The following terms and conditions are applicable:

(a) The Team Leader (BPA Holder) shall commence services as agreed to at Post Award Meetings or as stipulated in individual orders.

(b) The Team Leader shall be familiar with DOD, Air Force and subordinate command acquisition regulations, directives and instructions.

(c) The Team Leader shall not provide technical direction to any other acquisition Team Leader or Government personnel at any time. Neither shall the Government directly supervise Team Leader employees or Team Member employees. Day to day supervision of Team Leader or Team Member personnel should be conducted by their Task Leader wherever their personnel are located. All direction to the Team Leader shall be through the CTS Contracting Officer. Technical "tasking" assignments for the Team Leader will also be transmitted by the CTS Contracting Officer or the COR.

(d) Marketing Limitations: The Team Leader shall limit marketing/business opportunity telephone contact and personal visits with the Government personnel in the offices of authorized users. Any marketing determined excessive by the CTS Contracting Officer will be sufficient grounds for cancellation of the Team Leader's BPA. Team Leaders are encouraged to use their web site and to excel in their CTS performance metrics for the majority of their marketing.

22. WEB SITE AND ELECTRONIC MAIL REQUIREMENT

Team Leader and members shall maintain a web site on the World Wide Web (WWW). The information outlined in Paragraph II of the BPA must be posted at this site and shall be kept up to date. This web site will be the primary source of information to authorized users about BPA Holders. As stated in Paragraph II of the BPA, every BPA Holder must also have electronic mail capability and provide the electronic mail addresses for all parties that the BPA Holder authorizes to conduct official business with the Government.

basis only. Local travel and relocation of BPA Holder personnel from other geographic areas for the purpose of staffing an order are not subject to reimbursement. The Government will not pay travel charges for local travel to and from the BPA Holder employee's home and a work site, or to and from one company building to another (either within a company or to and from a Team Leader to a Team Member company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order and shall not exceed obligated amount of the travel CLIN.

*NOTE – Although the JTR refers to military and civilian personnel, in this case it also refers to support contractors.

11. FEDERAL HOLIDAYS

Unless specifically authorized in writing by the CTS Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. TERM OF BPA

This BPA expires five years after the award date unless reductions are levied or additional extensions are awarded under the award term clause (paragraph 13 below). The BPA Holder is required to immediately notify, in writing, the CTS Contracting Officer if at any time the GSA Contract, upon which this BPA is based, is no longer in force for the Team Leader or any of its Team Members. This BPA is not a contract. If the BPA Holder fails to perform in a satisfactory manner this BPA may be canceled with 30 days written notice to the BPA Holder by the CTS Contracting Officer.

13. AWARD TERM CLAUSE

(a) Award Term Extension. The five (5) year base period for ordering may be unilaterally increased to reflect the outcome of the award term determination. The total ordering period including extensions under this clause will not exceed eight (8) years and the minimum ordering period shall not be less than two (2) years. If the contract term or ordering period has two (2) years or less remaining, the operation of the award term clause will cease and the ordering period will not extend beyond the term set at the time.

23. DATA REQUIREMENTS

All deliverable data under individual orders will be specified on a DD 1423, Contract Data Requirements List (CDRL), attached to the order. Other data deliverables are identified at Exhibit A.

24. NATIONAL AGENCY CHECK

DOD military, civilian, consultants, and contractor (Team Leader and Team Member) personnel using unclassified automated information systems, including e-mail, must have at a minimum, a completed favorable National Agency Check (NAC)/Entrance National Agency Check in accordance with DOD 5200.2-R Personnel Security Program, January 1987. The contractor is required to complete the application and apply for a NAC, for any employee not currently having a NAC, upon receipt of a task order where the employee will have access to automated information systems. The contractor shall diligently pursue obtaining NACs for its employees. No contractor personnel will be permitted access to any Government computer system, including E-mail, until the NAC forms have been completed and furnished to the appropriate Government Security Officer.

25. SECURITY

(a) Prospective BPA Holders should note that the CDA may issue orders whose scope of effort will be in support of classified programs. In order to be eligible to provide support to classified programs, the BPA Holder (including any proposed Team Member) must be a United States owned firm and possess a security clearance at the level required by the proposed order (a top secret facility clearance may be required). Individuals performing work under these orders must be United States citizens and must comply with applicable program security requirements which require personnel security clearances up to and including top secret. The security clearance requirements will depend on the security level required by the proposed order. BPA Holders whose team personnel do not possess adequate security clearances will not be considered for award of those orders.

(b) If a DD 254, Department of Defense Contract Security Classification Specification, is required one will be attached to the order addressing particular security requirements.

26. OMBUDSMEN

Ombudsmen have been appointed to specifically address concerns related to CTS. CTS Ombudsmen address contractor concerns, issues, disagreements, and recommendations to the appropriate Government official(s). When requested, an Ombudsman shall maintain strict confidentiality as to the source of the concern. The CTS Ombudsman is the Director, MSG/PK, 937-257-4053. The Ombudsmen should be contacted **only** with issues or problems that **have been previously brought to the attention of the CTS Program Manager and/or the CTS Contracting Officer and could not be resolved satisfactorily at that level.**

(b) Monitoring Performance. The Team Leader's performance on orders will be continually monitored and evaluated against pre-established criteria.

(c) Award Term Plan. The evaluation criteria, evaluation process, evaluation periods, and performance extensions and reductions are set forth in the Award Term Plan (Attachment 4).

(d) Modification of Award Term Plan. Bilateral changes to the Award Term Plan may be made at any time during the BPA performance. Should the Government desire a change to the Award Term Plan the Government reserves the right to make unilateral changes and provide notification to the Team Leader prior to the start of an evaluation period.

(e) Self-evaluation. The Team Leader will submit to the CTS Contracting Officer within five (5) working days after the end of each award term evaluation period, a brief, written self-evaluation of its performance for that period. This evaluation shall not exceed two (2) pages. This self-evaluation may be considered in the Government's evaluation of the Team's performance.

14. TEAM LEADER AND TEAM MEMBER IDENTIFICATION

The Team Leader's and all Team Members' personnel will be required to wear company identification badges so as to distinguish themselves from Air Force (organic) employees. When conversing with Government personnel during business meetings and over the telephone, Team Leader and Team Member personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Team Leader and Team Member personnel occupying collocated space with their Government program customer should identify their work space area with their name and company affiliation.

15. INCIDENTAL/OTHER DIRECT COSTS (ODCs)

(a) Other Direct Costs (ODCs) are costs for items directly associated with labor hours (both CTS BPA Holder and/or Team Members) used on individual orders. The BPAs established under this effort are not intended as vehicles for the purchase of hardware or software. If the Government determines ODCs are needed to meet requirements of the order, and if ODC purchases are allowable under the applicable FSS, the requirement for the ODCs will be reviewed and approved by the CTS Contracting Officer and specified in the individual order. Fee or profit shall not be paid on ODCs, however, G&A costs are an allowable charge.

(b) Overtime Premiums: The BPA Holder shall provide, as required by the Program Office, and only with the authorization of the CTS Contracting Officer, more than the standard work week (defined as 40 hours of work per person per week and/or the contractor's definition of work week is acceptable.) This overtime must be requested in accordance with FAR 52.222-2, "Payment for Overtime Premiums."

(c) The CTS Contracting Officer will determine whether other costs are allowable and reasonable.

16. INVOICES

27. POINTS OF CONTACT

CTS Program Manager

CTS Contracting Officer's Representative

CTS Contracting Officer

CTS Ombudsmen

The requirements of a proper invoice are as specified in the BPA Contract. Invoices will be submitted in accordance with the payment procedures specified on each individual order issued under this BPA. To support payment of work performed under this BPA, the invoices submitted shall contain a certification by the Team Leader stating that the labor hours indicated therein were the actual number of labor hours expended during the period for which the invoices were submitted. Invoices will clearly show which Team Member(s) accomplished the work so that invoices may be verified and certified for payment.

17. VOLUME

The Government is under no obligation to the BPA Holder to purchase any specified quantity of services.

18. OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the CTS Contracting Officer.

19. AUTHORIZED USERS

Government Contracting Officers at MSG/PK (WPAFB) are the only users authorized to place orders under this BPA.

20. ORDERS

(a) Order Management Requirements: Delivery of services shall be implemented only if directed by an order. The BPA Holder shall respond in no more than two (2) working days from the issuance of the order identifying the Task Leader and establishing a "kickoff" meeting between the Task Leader and the ordering office, with the CTS Contracting Officer and/or COR in attendance.

(b) Order Procedures: Each Request for Proposal for an order will be signed by the CTS Contracting Officer and will contain a Statement of Objectives (SOO), or other performance based work statement, or Statement of Work (SOW) describing the program to be supported, a description of the task, evaluation criteria, the deliverables, a required start date, and a completion date. The Team Leader(s) solicited will respond with a technical proposal including labor mix and hours, and a proposed price for the order. Note: The Government will accept order proposals only from the BPA Holders who are solicited. The statement of work and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order.

(c) Order Accounting: The BPA Holder's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (travel, and other authorized ODCs). Traceability shall be at least to the CLIN level. However, some orders may require traceability to the "Information/Sub CLIN" level. Under no circumstances will any invoice exceed the

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ANNEXES

<u>Annex</u>	<u>Title</u>	<u>Page</u>
1	Award Fee Organization	6
2	Award Fee Allocation by Evaluation Periods	7
3	Evaluation Criteria	8
4	CTS Team Leader Performance Evaluation Report	10

Exhibit A

CONTRACT DATA REQUIREMENTS LIST <i>(If Data Item)</i>					Form Approved OMB No. 0704-0183	
<small>PUBLIC reporting burden for the collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Contract/PA by mail to Block E.</small>						
A. CONTRACT LINE ITEM NO. TBD		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM CTS		E. CONTRACT/PA NO. TBD		F. CONTRACTOR TBD		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report			3. SUBTITLE CTS Socio-Economic Report		
4. AUTHORITY (Cite Acquisition Document No.) DI-MISC-80508		5. CONTRACT NUMBER TBD		6. REQUESTING OFFICE MSG/CTS		
7. DD FORM NO. N/A	8. DIST STATEMENT REQUIRED N/A	9. FREQUENCY Every Six Months	10. DATE OF FIRST SUBMISSION See Block 16	11. DISTRIBUTION		
12. APP CODE N/A	13. AS OF DATE	14. DATE OF SUBSEQUENT SUBMISSION See Block 16	15. ADDRESS	16. COPIES		
17. REMARKS Blocks 12,13. Six months after BPA established, contractor shall submit report every six months after establishment of BPA through the life of the BPA. This requirement shall commence immediately after award of initial task order. Format of report is as follows: Reporting Period _____ Task Order Numbers Included _____ For all Open Task Orders, Total Dollar Amount Executed in the Reporting Period: _____ Category Total Dollars Executed % of Total Small Business Small Disadvantaged Woman-Owned HUBZone				A. ADDRESS	17. PRICE LIST	
				Draft	TOTAL PRICE	
				18. TOTAL	2	
G. PREPARED BY Richard A. Silberman		H. DATE 2 MAY 00		I. APPROVED BY Dianne L. Keeler		J. DATE May 00

EA870-00-A-0001
Contract Data Requirements List
Exhibit A
2 May 2000

AWARD FEE PLAN

1.0 INTRODUCTION

This award fee plan is the basis for the MSG/CTS customer evaluation of the CTS Team Leader's teaming performance with Lockheed Martin Federal Systems (LMFS) and for presenting an assessment of that performance to the Fee Determining Official (FDO). The specific criteria and procedures used to assess the CTS Team Leader's performance and to determine the amount of the award fee earned are described herein. Actual award fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government.

The award fee will be provided to the CTS Team Leader through modifications to the firm fixed price (FFP) task order and is in addition to the provisions of the Blanket Purchase Agreement (BPA). The award fee earned and payable will be determined by the FDO based upon review of the CTS Team Leader's performance against the criteria set forth in this plan. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The CTS Team Leader will be notified of changes to the plan by the CTS Contracting Officer, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

2.0 ORGANIZATION

The award fee organization consists of: the Fee Determining Official (FDO), an Award Fee Review Board (AFRB) which consists of a Chairperson; the Contracting Officer; a Recorder; and Performance Monitors. The FDO, AFRB members, and Performance Monitors are listed in Annex 1.

3.0 RESPONSIBILITIES

- a. **Fee Determining Official.** The FDO approves the award fee plan and any significant changes. The FDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award fee amount for each evaluation period.
- b. **Award Fee Review Board.** AFRB members review performance monitors' evaluation of the CTS Team Leader's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at an

**ATTACHMENT 7 –
PAST PERFORMANCE QUESTIONNAIRE**

N/A

The questionnaire was never part of the RFQ. The same questions were asked of each offeror, but not on a questionnaire, only by telecon.

earned award fee recommendation to be presented to the FDO. The AFRB will also recommend changes to this plan.

- c. **AFRB Recorder.** The AFRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the AFRB and the FDO, including: 1) receipt, processing and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee.
- d. **Contracting Officer.** The CTS Contracting Officer is the liaison between the CTS Team Leader and Government personnel.
- e. **Performance Monitors.** Performance monitors maintain written records of the CTS Team Leader's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. Prepare interim and end-of-period evaluation reports as directed by the AFRB.

4.0 AWARD FEE PROCESSES

- a. **Available Award Fee Amount.** The earned award fee will be paid based on the CTS Team Leader's performance during each evaluation period. The available award fee for each evaluation period is shown in Annex 2.
- b. **Evaluation Criteria.** If the CTS Contracting Officer does not give specific notice in writing to the CTS Team Leader of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award fee evaluation period. Any changes to evaluation criteria will be made by revising Annex 3 and notifying the CTS Team Leader.
- c. **Interim Evaluation Process.** The AFRB Recorder notifies each AFRB member and performance monitor fourteen (14) calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the AFRB five (5) calendar days after this notification. The AFRB determines the interim evaluation results and notifies the CTS Team Leader of the strengths and weaknesses of the current evaluation period. The CTS Contracting Officer may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.
- d. **End-of-Period Evaluations.** The AFRB Recorder notifies each AFRB member and performance monitor fourteen (14) calendar days before the end of the

DISCOUNT PRICE-MATRIX
TABLE B-1

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Table B-1

Department of the Air Force
Central Technical Services (CTS)

TEAM MEMBER NAME	% DISCOUNT	% DISCOUNT	% DISCOUNT	% DISCOUNT
Intergraph				
Veridian				
Keane				
Madison Research				
Sytex				
Carlisle Research, Inc.				
Upper Mohawk				
Analytical Services, Inc				

* Additional discount may be applied at the time of placing the orders in accordance with commercial practices, market forces, and volume buying. [ITR K1]

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evaluation period. Performance monitors submit their evaluation reports to the AFRB five (5) calendar days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation of award fee. The AFRB briefs the evaluation report and recommendation to the FDO, usually within twenty (20) calendar days after the end of the evaluation period. At this time, the AFRB may also recommend any significant changes to the award fee plan for FDO approval. Within twenty five (25) calendar days after the end of the evaluation period, the FDO determines the overall grade and earned award fee amount for the evaluation period and notifies the CTS Team Leader and the CTS Contracting Officer of the approved amount to be invoiced. Payment of the award fee will be made upon submission of the proper invoice in accordance with the payment clause of the BPA.

- e. CTS Team Leader's Self-Assessment. The CTS Team Leader's self evaluation is submitted to the CTS Contracting Officer within five (5) calendar days after the end of the evaluation period. This written assessment of the CTS Team Leader's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the AFRB in evaluating the CTS Team Leader's performance. The CTS Team Leader's self-assessment may not exceed five (5) pages, doubled spaced (using Times New Roman 12 font).

5.0 AWARD FEE PLAN CHANGE PROCEDURE

All significant changes are forwarded to the FDO for approval; other changes are approved by the AFRB Chairperson. After approval, the CTS Contracting Officer shall notify the CTS Team Leader in writing of any change(s). Unilateral changes may be made to the award fee plan if the CTS Team Leader is provided written notification by the CTS Contracting Officer before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

6.0 TASK ORDER TERMINATION

If the task order is terminated after the start of an award fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award fee evaluation process. After the termination, the remaining award fee amounts allocated to all subsequent award fee evaluation periods cannot be earned by the CTS Team Leader and therefore, shall not be paid.

4 Annexes

1. Award Fee Organization
2. Award Fee Allocation by Evaluation Periods
3. Evaluation Criteria
4. Performance Evaluation Report

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Award Fee Plan Page 5 of 11
Attachment 3
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ANNEX 1
AWARD FEE ORGANIZATION

Members

Fee Determining Official:	AFPEO/IL or ESC/IO
Award Fee Review Board Chairperson:	Program Manager (CTS Customer)
Award Fee Review Board Members:	Appointed by the AFRB Chairperson
Contracting Officer:	MSG/PK (CTS Contracting Officer)
Recorder:	Appointed by the Program Manager (CTS Customer) or CTS Program Office

Performance Monitors

<u>Area of Evaluation</u>	<u>Performance Monitors</u>
Program Management	Program Office (CTS Customer)
Schedule Management	Program Office (CTS Customer)
Technical Management	Program Office (CTS Customer)

Each Area of Evaluation will have equal weighting.

TEAM GSA FSS

The following General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) are attached:

BPA Holder/Team Leader	<u>GS-35F-0011K</u>
Team Member 1	<u>GS-35F-0731J</u>
Team Member 2	<u>GS-35F-4971H</u>
Team Member 3	<u>GS-35F-4953G</u>
Team Member 4	<u>GS-35F-0543J</u>
Team Member 5	<u>GS-35F-0167K</u>
Team Member 6	<u>GS-35F-0321J</u>
Team Member 7	<u>GS-35F-0180J</u>
Team Member 8	<u> </u>

ANNEX 2
AWARD FEE ALLOCATION BY EVALUATION PERIODS

The award fee earned by the CTS Team Leader will be determined at the completion of the evaluation periods shown below. The percentage of the task order amount shown corresponding to each period are the maximum available that can be earned during that particular evaluation period.

Evaluation Period	From	To	Available Award Fee
First	Task Order Award	12 Months After Award	**
through			
Last Period	Every 12 months	Completion of Task Order	**

The number of evaluation periods and award fee available (expressed as a percentage) are task order dependent and will be included as part of the task order award. Note that unearned portions of an award fee from any evaluation period will not be carried over into the next evaluation period.

Award Fee Ratings

The award fee evaluation and payment will be governed by the following ratings:

<u>Grade</u>	<u>% of Award Fee Payable</u>
Excellent	70-100%
Very Good	45-80%
Satisfactory	1-50%
Unsatisfactory	0%

**To be cited on individual task orders.

**AWARD TERM DETERMINATION
EVALUATION PERIOD: YEARS 1 & 2**

TEAM LEADER B: COST METRIC ISSUE

ISSUE:

TEAM LEADER B DOES NOT AGREE WITH HIS
SCORE OF 2 IN THE COST METRIC, WHICH BRINGS HIS
AVERAGE SCORE BELOW 2.9.

ACTION TAKEN:

CTS PROGRAM MANAGER REVIEWED TEAM LEADER B's TASK
ORDER METRICS (INCLUDING JUSTIFICATIONS FOR SCORES)
AND HELD DISCUSSIONS WITH CUSTOMERS WHO SCORED
TEAM LEADER B AT 2 OR BELOW.

RECOMMENDATION:

CUSTOMERS HAD CONSISTENT OPINIONS REGARDING THE
VALUE OF CONTRACTOR IN TERMS OF PRICE PAID,
THEREFORE RECOMMEND COST METRIC OF 2 STAND. CTS
PROGRAM MANAGER WILL WORK WITH TEAM LEADER B TO
EXPLORE WAYS TO PROVIDE MORE VALUE FOR FUTURE TASK
ORDERS.

ANNEX 3 EVALUATION CRITERIA

1. PROGRAM MANAGEMENT

Unsatisfactory – The CTS Team Leader's teaming effort with Lockheed Martin Federal Systems (LMFS) is inadequate and inconsistent. Quality, responsiveness, and timeliness require attention and action. Corrective actions have not been taken or are ineffective.

Satisfactory – The CTS Team Leader has taken action to initiate discussions and to establish two way communications with LMFS. Milestones (inch stones) and actions have been established to complete integration. Task order organizational structure is identified and qualified personnel are assigned. Duties, responsibilities, and authority of personnel are adequately defined. Procedures and processes are identified, coordinated with LMFS, and put into place. There is a timely exchange of information between the CTS Team Leader, LMFS, and the Government. The CTS Team Leader is responsive to the Government and LMFS in supporting programmatic issues.

Very Good – CTS Team Leader makes decisions and recommendations that demonstrate a sensitivity to maintaining a productive teaming balance with LMFS. The CTS Team Leader anticipates, assesses, and continually evaluates the ongoing interaction with LMFS and makes only the changes necessary to ensure the success of the program. Promotes and practices strong two-way communications. Staffing and selection of qualified personnel that can effectively team with LMFS proceeds smoothly. The Government and LMFS are part of the decision-making process in areas that may impact schedule, program, or technical performance.

Excellent – The CTS Team Leader demonstrates a high degree of leadership and initiative in resolving any teaming issues with LMFS which jeopardize the success of the program. Responsiveness to LMFS and the Government is outstanding. Innovative solutions are the norm. Flexibility of the CTS Team Leader is identified as critical to the success of the program.

2. SCHEDULE MANAGEMENT

Unsatisfactory – The CTS Team Leader's teaming effort with LMFS is inadequate and inconsistent. Quality, responsiveness, and timeliness require attention and action. Corrective actions have not been taken or are ineffective.

Satisfactory – CTS Team Leader's task order deliverables and milestones involving integration with LMFS are usually completed on schedule. CTS Team Leader schedule variances are accommodated with little adverse impact to the task order

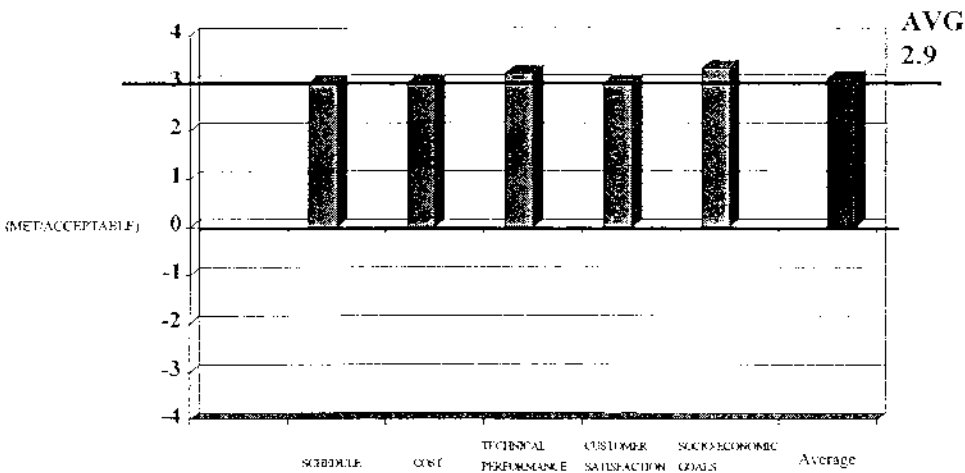
ANNEX 4: BRIEFING TEMPLATE FOR AWARD TERM DETERMINATIONS

The CTS Program Manager is responsible for preparing the briefing to support the Award Term Determination. A slide will be created for each Team Leader. Notional data is included on the templates for notional Team Leader A. An issues chart will be included **ONLY** if there is an unresolved discrepancy between the Government and Team Leader positions.

**AWARD TERM DETERMINATION
EVALUATION PERIOD: YEARS 1 & 2**

TEAM LEADER A METRICS

NUMBER OF TASK ORDERS INCLUDED: 24



schedule or LMFS schedules. CTS Team Leader milestone tracking is accurate and recovery plans are developed, reported, coordinated with LMFS, and implemented in a timely fashion. The CTS Team Leader responds to Government and LMFS need dates such as request for proposals or data.

Very Good – CTS Team Leader’s task order deliverables and milestones involving LMFS are consistently completed on schedule. Government need dates for items such as proposal submissions and data submittals are always on time. CTS Team Leader schedule variances are identified early, discussed with LMFS and the Government, and are accommodated with minimal impacts to ongoing integration work with LMFS. Milestones have been jointly identified with LMFS and the joint schedule is tracked as one entity. “Get well” plans are accomplished jointly.

Excellent – The CTS Team Leader and LMFS jointly manage the schedule, consistently completing deliverables and milestones on or ahead of schedule.

3. TECHNICAL PERFORMANCE

Unsatisfactory – The CTS Team Leader’s teaming effort with LMFS is inadequate and inconsistent. CTS Team Leader’s quality, responsiveness, and timeliness require attention and action. Corrective actions have not been taken or are ineffective.

Satisfactory - The CTS Team Leader and LMFS coordinate technical designs/solutions with little difficulty and implement them with limited impact to schedule or cost. The CTS Team Leader provides all technical data to LMFS in a timely fashion. The CTS Team Leader participates in joint discussions/design reviews. Testability is considered prior to initiating design effort and the CTS Team Leader and LMFS agree to all required test plans.

Very Good – The CTS Team Leader quickly generates technical data to resolve issues or problems with LMFS or to meet integration goals. Technical approaches for design solutions or to resolve problems are jointly developed with LMFS prior to implementing. Innovative solutions are generally proposed and implemented. A strong line of communications between the CTS Team Leader and LMFS concerning technical issues, data, or solutions is always maintained and milestones are always met or are ahead of schedule.

Excellent – The CTS Team Leader and LMFS jointly plan, manage, execute, and implement the customer’s requirements effectively and efficiently in the GCSS-AF systems architecture and integration framework. The use of GCSS-AF has resulted in lower operating or development costs, improved performance, and increased customer satisfaction. The CTS Team Leader and LMFS have used technology in an innovative fashion in their designs and delivered capabilities.

<u>CTS METRIC</u>	<u>AVERAGE SCORE</u>
<p>1. SOCIO-ECONOMIC GOALS metric is a composite metric derived from an evaluation of achievement in the areas of Small Business, Small Disadvantaged Business, and Woman-Owned Business</p> <p>Derived from SOCIO-ECONOMIC GOALS metrics from the Team Leader's CDRL information corresponding to the award term evaluation period.</p>	1. _____
<p>2. Schedule</p> <p>Derived from average of the schedule metric from each active task order in the evaluation period</p>	2. _____
<p>3. Cost</p> <p>Derived from average of the cost metric from each active task order in the evaluation period</p>	3. _____
<p>4. Technical Performance</p> <p>Derived from average of the technical performance metric from each active task order in the evaluation period</p>	4. _____
<p>5. Customer Satisfaction</p> <p>Derived from average of the customer satisfaction metric from each active task order in the evaluation period</p>	5. _____
<p>6. AVERAGE</p> <p>Derived from averaging of the five average scores of the CTS metrics above</p>	6. _____

Annex 4
CTS Team Leader Performance Evaluation Report

1. Please submit your award fee assessment in your area(s) of responsibility for the performance period _____.
2. The standards of performance are Excellent, Very Good, Satisfactory, and Unsatisfactory.
3. List the Task Order (TO) Number:

Task Order Title:

Name of Evaluator:

4. EVALUATION AREAS:

Assign each area a rating of Excellent, Very Good, Satisfactory, or Unsatisfactory. Describe specific issues, concerns and corrected actions for each area.

1. Technical Performance

Rating: _____ Justification:

All ratings must have a justification. Specific strengths and weaknesses must be identified. If weaknesses are identified, detail what you have done to notify the CTS Team Leader of these weaknesses and the result of that notification (corrective actions, etc.). Include any other documentation you have to justify your rating.

Annex 3: CTS Metrics For Award Term Determinations

The CTS Program Office will be responsible for deriving the score for each metric from either the socio-economic goals CDRL or the task order data. The scores for each of the five CTS metrics will be consolidated through averaging the task order scores as described in Paragraph 2.2. No rounding will be done. An Award Term Metrics Form (below) will be prepared for each Team Leader and will provide the basis for the information used to complete the briefing template.

AWARD TERM METRICS FORM:

TEAM LEADER: _____

EVALUATION PERIOD: YEARS 1 & 2 _____ YEAR 4 _____
 YEAR 3 _____ YEAR 5 _____

NUMBER OF TASK ORDERS INCLUDED: _____

CTS REPRESENTATIVE: _____

CTS CONTRACTING OFFICER: _____

DATE REVIEWED WITH TEAM LEADER: _____

TEAM LEADER REPRESENTATIVE: _____

2. Schedule Management

Rating: _____ Justification:

All ratings must have a justification. Specific strengths and weaknesses must be identified. If weaknesses are identified, detail what you have done to notify the CTS Team Leader of these weaknesses and the result of that notification (corrective actions, etc.). Include any other documentation you have to justify your rating.

3. Program Management

Rating: _____ Justification:

All ratings must have a justification. Specific strengths and weaknesses must be identified. If weaknesses are identified, detail what you have done to notify the CTS Team Leader of these weaknesses and the result of that notification (corrective actions, etc.). Include any other documentation you have to justify your rating.

	d. Somewhat responsive to the Customer and did not address all issues in a satisfactory and professional manner	-2	
	e. Responsiveness unacceptable	-4	
	Quality of Customer's Experience with the Contractors on this task order:		
	a. Outstanding	4	
	b. Exceptional	2	
	c. Good	0	
	d. Marginal	-2	
	e. Unacceptable	-4	
	Would the Customer use this Team Leader again?		
	Definitely Would	4	
	Most Likely Would	2	
	Would	0	
	Probably Would Not	-2	
	Definitely Would Not	-4	
	TO DERIVE CUSTOMER SATISFACTION METRIC, AVERAGE THE ABOVE FOUR SCORES AND ENTER	CUST. SATIS.	

SENT BY:MAFB-GLINTER ANNEX AL
FROM : MSG/CTS

7-24- 0 : 10:18 ;
FAX NO. : 937-904-2622

SSC 774-937 904 2622 :# 2/ 3
11. 10 2000 10:57AM P3

AWARD TERM PLAN
FOR THE
CENTRAL DESIGN ACTIVITY
TECHNICAL SERVICES (CTS) BPAs
26 JUNE 2000

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<p>3. Technical Performance Considerations for technical performance include staff competence; technical issues adequately anticipated, identified, and addressed; product quality, and innovations proposed to increase efficiency and/or effectiveness</p>	<p>The Team Leader's technical Performance was:</p> <p>a. Outstanding b. Exceptional c. Acceptable d. Marginal e. Not acceptable</p>	<p>4 2 0 -2 -4</p>	
<p>4. Customer Satisfaction Considerations: Timing of staffing the task order; responsiveness to the Customer; quality of the Customer's experience with this Team Leader; and would the Customer use this Team Leader again?</p>	<p>The task order was staffed:</p> <p>a. More quickly than required in all areas b. More quickly than required in most areas c. Promptly and fully d. Later than required e. Too late to be of use</p> <p>The Team Leader:</p> <p>a. Proactively manages issues with minimal/no intervention required from the Customer b. Very responsive to the Customer and addressed all issues in a satisfactory and professional manner (for example: quickly identified corrective action and implemented it) c. Responsive to the Customer and addressed all issues in a satisfactory and professional manner</p>	<p>4 2 0 -2 -4</p>	

AWARD TERM PLAN

1.0 INTRODUCTION

- a. It is anticipated that the basic ordering period for the CTS BPAs will be five years, with the opportunity for three additional annual extension terms. This award term plan provides the basis for determining if a Team Leader's performance merits up to three annual extensions to the BPA under the CTS vehicle. The BPA ordering period will not extend beyond eight years, and it is anticipated the BPA ordering period will not be less than two years.
- b. A Team Leader's performance may earn extensions or reductions to the ordering period of the BPA. There is no guarantee that orders will be awarded during either the base ordering period or the ordering period of the extension(s).

2.0 PROCEDURES FOR IMPLEMENTATION

2.1 Timeline

A Team Leader will have opportunities to obtain annual extensions to the BPA, not to exceed a total of three annual extensions. Award term evaluations will occur as follows:

- **At the End of Year 2 (Evaluation Period: Years 1 & 2)**
- **At the End of Year 3 (Evaluation Period: Year 3)**
- **At the End of Year 4 (Evaluation Period: Year 4)**
- **At the End of Year 5 (Evaluation Period: Year 5)**

Within 30 calendar days after the end of each evaluation period, the Term Determining Official (TDO) shall give a written decision to the contractor that includes the award term and an evaluation of the contractor's performance in terms of the evaluation criteria. Within 30 calendar days of the TDO's determination, the contracting officer shall authorize earned award term.

2.2 CTS Metrics

The CTS metrics collected for each award term determination will be from the evaluation periods stated above and their scores will range from -4 to 4. The CTS metrics for the award term determinations are:

- **Socio-Economic Goals**
- **Schedule**
- **Cost**
- **Technical Performance**
- **Customer Satisfaction**

METRIC	CUSTOMER RATING	POINTS	CUSTOMER COMMENTS
1. Schedule Did the Team Leader meet the schedule promised to the Customer?	Consistently delivered more quickly than schedule	4	
	Sometimes delivered more quickly than schedule, otherwise on schedule	2	
	Delivered on schedule	0	
	Informed Customer as soon as schedule problem was known; developed "get well" plan quickly; provided new schedule that was acceptable to the Customer; and delivered on time per accepted updated schedule	-2	
	Did not deliver on schedule	-4	
2. Cost Considerations may include staff turnover that adversely affects the task order, staff integration (within the contractor team), staff ability to team with govt & other contractors	Customer received exceptional value for the price paid	4	
	Customer received good value for the price paid	2	
	Customer received average value for the price paid	0	
	Customer received marginal value for the price paid	-2	
	Customer did not receive acceptable value for the price paid	-4	

The Team Leader's achievement of **socio-economic goals** is derived from the number of actual dollars awarded to small businesses, small disadvantaged businesses, and woman-owned businesses. These dollar amounts will be provided by each Team Leader on a CDRL to the CTS Program Office every six months. The CTS Program Office is responsible for tracking the accomplishments of each Team Leader and deriving the Team Leader's socio-economic metric in accordance with Annex 1.

The **schedule, cost, technical performance, and customer satisfaction** metrics will be derived from the Team Leader's task order evaluations from the period covering the award term evaluation. In order to determine the average for each CTS metric for the evaluation period, the corresponding metrics from the Team Leader's task order evaluations in that evaluation period are averaged (See Task Order Evaluation Form, Annex 2) as defined in Paragraph 2.3 below. All the scores for the CTS metric are summed, then divided by the number of task order evaluation forms, to arrive at the average score for that CTS metric.

2.3 Requirements for Consideration for Award Term Extension

To earn an annual award term extension, the five CTS metrics for a Team Leader for the award term evaluation period must average **2.9** or higher (Reference Annex 3).

2.4 Responsibilities

The CTS Program Office is responsible for obtaining and maintaining the CTS metrics and will serve as the Award Term Review Board (ATRB). The CTS Program Manager, who will serve as Chair of the ATRB, is responsible for preparing the award term decision briefing (Reference Annex 4 for briefing template). The CTS Program Manager and the CTS Contracting Officer will review each Team Leader's metrics with that Team Leader prior to the award term determination, and any disconnects will become part of the briefing. Award Term Determining Officials (TDOs) are MSG/CD and SSG/ED, who will review the data presented in the award term decision briefing as well as any other pertinent data. Results of their decision will be recorded by the CTS Program Office and will be provided to the CTS Contracting Officer for action.

Annex 2: Task Order Evaluation Form

This is the form that will be completed for each task order every six months by the CTS Program Office and the task order customer. This data will also be used for the Semi Annual Reviews.

TASK ORDER EVALUATION FORM

TEAM LEADER: _____
CTS TASK ORDER NUMBER: _____
CUSTOMER: _____
CTS PROGRAM REPRESENTATIVE: _____
SEMI-ANNUAL REVIEW CYCLE/DATES COVERED _____

3.0 AWARD TERM PLAN CHANGE PROCEDURES

Team Leaders and Government stakeholders will forward proposed changes to the Award Term Plan to the CTS Contracting Officer. All changes to this Award Term Plan must be approved by MSG/CD.

- a. Contracting Officers may issue Change Orders. Additionally, contractors must continue performance of contracts as changed.
- b. Contracting Officers will negotiate equitable adjustments resulting from change orders in the shortest practicable time.
- c. Failure to agree to changed terms constitutes a dispute in accordance with FAR Part 33.

4 Annexes

1. Socio-Economic Goals
2. Task Order Eval Form
3. Metrics for Award Term Determination
4. Briefing Templates

Exhibit A

12. PRICE GROUP

13. ESTIMATED TOTAL PRICE

Annex 1: Socio-Economic Goals

This is the form that will be completed for each task order every six months by the CTS Program Office. The information used to complete this form will be obtained from the Team Leader's CDRL (Exhibit A) every six months. This data will also be used for the Semi Annual Reviews.

SOCIO-ECONOMIC GOALS FORM

TEAM LEADER: _____
SEMI-ANNUAL REVIEW CYCLE/DATES COVERED: _____
AVERAGE SCORE: _____

1. Socio-economic goals Has the Team Leader satisfied socio-economic goals?	SMALL DISADVANTAGED:	RATING
	Greatly exceeded (more than 20%)	4
<p>Considerations: Small Businesses should receive 25% of the dollars awarded to the Team Leader, of which 5% should be to small disadvantaged and 5% should be to woman-owned.</p> <p>The SMALL BUSINESS metric is computed based upon the total dollars received by small businesses (including Small Disadvantaged and Woman-Owned) for the rating period.</p> <p>SOCIO-ECONOMIC GOALS metric is a composite metric derived from an evaluation of the previous three metrics: Small Business, Small Disadvantaged Business, and Woman-Owned. An extra point will be awarded for HubZone participation as indicated below.</p>	Exceeded (more than 5% but less than 20%)	2
	Met (5%)	0
	Making Progress (Has corrective action plan, in process of implementing)	-2
	Unsatisfactory	-4
	WOMAN-OWNED:	
	Greatly Exceeded (more than 10%)	4
	Exceeded (more than 5% but less than 10%)	2
	Met (5%)	0
	Making Progress (Has corrective action plan, in process of implementing)	-2
	Unsatisfactory	-4
SMALL BUSINESS:		
	Greatly exceeded (more than 40%)	4
	Exceeded (more than 25% but less than 40%)	2
	Met (25%)	0
	Making Progress (Has corrective action plan, in process of implementing)	-2
	Unsatisfactory	-4
SOCIO-ECONOMIC GOALS		
	Has exceeded the stated socio-economic goals including woman-owned	4
	Has exceeded the stated socio-economic goals except for woman-owned	2
	Met (Has met the stated socio-economic goals)	0
	Making Progress (Has corrective action plan for any area of deficiency, in process of implementing)	-2
	Unsatisfactory	-4
	If five (5) percent of the total dollars is awarded to a certified HUBZone company, one (1) additional point will be added to the composite Socio-economic goal total.	+1